

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF SAMPSON

IN THE MATTER OF:)

JACKSON FARMING CO.)

2905 ERNEST WILLIAMS RD.)

AUTRYVILLE, NC 28318)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Parker Gas Company.

- A. On 2/4/2014, the Standards Division conducted inspection #41683 of the propane facility at Jackson Farming Co.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/13/2014, the Standards Division conducted inspection #41868 of the propane facility at Jackson Farming Co.. This inspection revealed the item found to be in violation on 2/4/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Parker Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint

- D. On or about 3/19/2014, the Standards Division assessed Parker Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Parker Gas Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/25/2014.
- F. Breach of any conditions in paragraph (a) above by Parker Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Parker Gas Company for such payment. Failure by Parker Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Parker Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of April 2014.

BY CONSENT:

Parker Gas Company
Mr. Daren Parker
1504 Sunset Ave.
Clinton, NC 28328

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Daren Parker
Parker Gas Company
1504 Sunset Ave.
Clinton, NC 28328

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JOHNSTON

IN THE MATTER OF:)

CORYEA CORNER STORE)

10515 CLEVELAND RD)

GARNER, NC 27529)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Parker Gas Company.

- A. On 3/19/2018, the Standards Division conducted inspection #54080 of the propane facility at Coryea Corner Store. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Parker Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.8.1.2, 6.27.3.13 (eff. 2014)) protection from vehicles
 - (6.27.4.2, 6.27.4.1) breakaway, hose length for vehicle disp.
 - (GS 81A-29, NIST 44 1.10 G-UR.4.5) NCDA&CS meter seal proper & intact
- C. On or about 3/21/2018, the Standards Division assessed Parker Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Parker Gas Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/23/2018.
- E. Breach of any conditions in paragraph (a) above by Parker Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Parker Gas Company for such payment. Failure by Parker Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Parker Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 23rd day of April 2018.

BY CONSENT:

Parker Gas Company
Mr. David Parker
1308 S. Brightleaf Blvd.
Smithfield, NC 27577

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. David Parker
Parker Gas Company
1308 S. Brightleaf Blvd.
Smithfield, NC 27577

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CUMBERLAND

IN THE MATTER OF:)

PARKER GAS CO., INC.)

2785 OWEN DRIVE)

FAYETTEVILLE, NC 28306)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Parker Gas Co., Inc..

- A. On 3/17/2014, the Standards Division conducted inspection #204413 of the propane facility at Parker Gas Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Parker Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

- C. On or about 3/20/2014, the Standards Division assessed Parker Gas Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Parker Gas Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/26/2014.
- E. Breach of any conditions in paragraph (a) above by Parker Gas Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Parker Gas Co., Inc. for such payment. Failure by Parker Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Parker Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of March 2014.

BY CONSENT:

Parker Gas Co., Inc.
Mr. David Parker
2785 Owen Drive
Fayetteville, NC 28306

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. David Parker
Parker Gas Co., Inc.
2785 Owen Drive
Fayetteville, NC 28306

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JOHNSTON

IN THE MATTER OF:)

PARKER GAS COMPANY)

214 MCLAMB RD)

NEWTON GROVE, NC 28366)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Parker Gas Company.

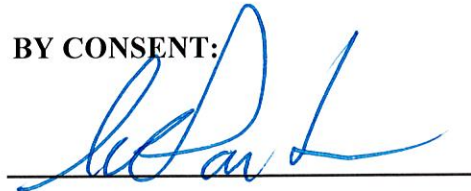
- A. On 2/11/2015, the Standards Division conducted inspection #208686 of the propane facility at Parker Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Parker Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

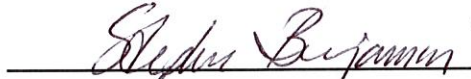
- C. On or about 2/18/2015, the Standards Division assessed Parker Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Parker Gas Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/2/2015.
- E. Breach of any conditions in paragraph (a) above by Parker Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Parker Gas Company for such payment. Failure by Parker Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Parker Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of March 2015.

BY CONSENT:



Parker Gas Company
Mr. David E. Parker
PO Box 159
Newton Grove, NC 28366



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

IN THE MATTER OF:)

PARKER GAS CO., INC.)

2785 OWEN DRIVE)

FAYETTEVILLE, NC 28306)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

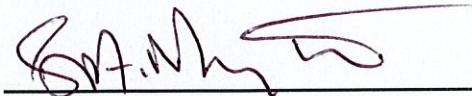
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Parker Gas Co., Inc..

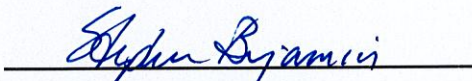
- A. On 8/15/2017, the Standards Division conducted inspection #216192 of the propane facility at Parker Gas Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Parker Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 8/16/2017, the Standards Division assessed Parker Gas Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Parker Gas Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/29/2017.
- E. Breach of any conditions in paragraph (a) above by Parker Gas Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Parker Gas Co., Inc. for such payment. Failure by Parker Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Parker Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of August 2017.

BY CONSENT:



Parker Gas Co., Inc. /
Mr. Sam Newberry
2785 Owen Drive
Fayetteville, NC 28306



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF COLUMBUS

IN THE MATTER OF:)

PEACOCKS STOP, INC.)

5537 OLD CHADBOURN HWY.)

CHADBOURN, NC 28431)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Peacocks Stop, Inc..

- A. On 4/21/2016, the Standards Division conducted inspection #51595 of the propane facility at Peacocks Stop, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Peacocks Stop, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 4/22/2016, the Standards Division assessed Peacocks Stop, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Peacocks Stop, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/22/2016.
- E. Breach of any conditions in paragraph (a) above by Peacocks Stop, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Peacocks Stop, Inc. for such payment. Failure by Peacocks Stop, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Peacocks Stop, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

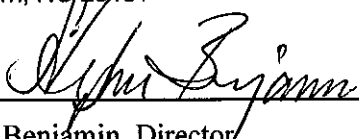
Please note
Changes on →
second page

This is the 22nd day of April 2016.

BY CONSENT:

The name →
you have listed
is incorrect.
The owner is
Edgar D. Caines Jr.

Peacocks Stop, Inc.
Mr. John Cain
8967 Peacock Rd.
Chadbourn, NC 28431


Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROBESON

IN THE MATTER OF:)

PEMBROKE HARDWARE CO., INC.)

7331 NC HWY 711)

PEMBROKE, NC 28372)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Pembroke Hardware Co., Inc..

- A. On 4/19/2017, the Standards Division conducted inspection #53019 of the propane facility at Pembroke Hardware Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Pembroke Hardware Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 4/26/2017, the Standards Division assessed Pembroke Hardware Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Pembroke Hardware Co., Inc. agrees to pay the sum of \$123.35 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/2/2017.
- E. Breach of any conditions in paragraph (a) above by Pembroke Hardware Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Pembroke Hardware Co., Inc. for such payment. Failure by Pembroke Hardware Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Pembroke Hardware Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of November 2017.

BY CONSENT:

Pembroke Hardware Co., Inc.
Ms. Janice Sheffield
PO Box 1027
Pembroke, NC 28372

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Janice Sheffield
Pembroke Hardware Co., Inc.
PO Box 1027
Pembroke, NC 28372

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ORANGE

IN THE MATTER OF:)

PIEDMONT FEED AND GARDEN CENTER)

4805 NC HWY 54 WEST)

CHAPEL HILL, NC 27516)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Piedmont Feed and Garden Center.

- A. On 12/13/2016, the Standards Division conducted inspection #52606 of the propane facility at Piedmont Feed and Garden Center. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Piedmont Feed and Garden Center, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 12/14/2016, the Standards Division assessed Piedmont Feed and Garden Center a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Piedmont Feed and Garden Center agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/12/2017.
- E. Breach of any conditions in paragraph (a) above by Piedmont Feed and Garden Center may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Piedmont Feed and Garden Center for such payment. Failure by Piedmont Feed and Garden Center to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Piedmont Feed and Garden Center acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 10th day of February 2017.

BY CONSENT:

Piedmont Feed and Garden Center
Mr. Chris Williamson
4805 NC Hwy 54 West
Chapel Hill, NC 27516

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Chris Williamson
Piedmont Feed and Garden Center
4805 NC Hwy 54 West
Chapel Hill, NC 27516

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ALAMANCE

IN THE MATTER OF:)

PILOT FLYING J TRAVEL PLAZA #682)

1043 JIMMIE KERR RD.)

HAW RIVER, NC 27258)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Pilot Flying J Travel Plaza #682.


- A. On 1/22/2015, the Standards Division conducted inspection #49620 of the propane facility at Pilot Flying J Travel Plaza #682. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/23/2015, the Standards Division conducted inspection #49896 of the propane facility at Pilot Flying J Travel Plaza #682. This inspection revealed the item found to be in violation on 1/22/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Pilot Flying J Travel Plaza #682, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.27.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating

- D. On or about 4/29/2015, the Standards Division assessed Pilot Flying J Travel Plaza #682 a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Pilot Flying J Travel Plaza #682 agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/20/2015.
- F. Breach of any conditions in paragraph (a) above by Pilot Flying J Travel Plaza #682 may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Pilot Flying J Travel Plaza #682 for such payment. Failure by Pilot Flying J Travel Plaza #682 to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Pilot Flying J Travel Plaza #682 acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

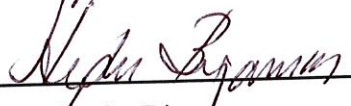
This is the 21st day of May 2015.

BY CONSENT:



5/27/2015

Pilot Flying J Travel Plaza #682
Ms. Annamarie DeMoes
1043 Jimmie Kerr Rd.
Haw River, NC 27258



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PITT

IN THE MATTER OF:)

PLAZA AUTO CARE)

624 SE GREENVILLE BLVD)

GREENVILLE, NC 27858)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Plaza Auto Care.

- A. On 11/29/2016, the Standards Division conducted inspection #52518 of the propane facility at Plaza Auto Care. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Plaza Auto Care, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 11/30/2016, the Standards Division assessed Plaza Auto Care a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Plaza Auto Care agrees to pay the sum of \$126.76 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/2/2017.
- E. Breach of any conditions in paragraph (a) above by Plaza Auto Care may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Plaza Auto Care for such payment. Failure by Plaza Auto Care to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Plaza Auto Care acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of November 2017.

BY CONSENT:



Plaza Auto Care
Mr. Jeffrey W James
624 SE Greenville Blvd
Greenville, NC 27858



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF PITT

IN THE MATTER OF:)

PLAZA AUTO CARE)

624 SE GREENVILLE BLVD)

GREENVILLE, NC 27858)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Plaza Auto Care.

- A. On 3/23/2018, the Standards Division conducted inspection #54111 of the propane facility at Plaza Auto Care. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Plaza Auto Care, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

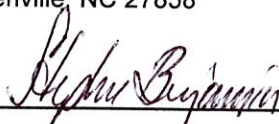
(G.S. 119) Registered - license current
- C. On or about 3/26/2018, the Standards Division assessed Plaza Auto Care a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Plaza Auto Care agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/13/2018.
- E. Breach of any conditions in paragraph (a) above by Plaza Auto Care may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Plaza Auto Care for such payment. Failure by Plaza Auto Care to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Plaza Auto Care acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of April 2018.

BY CONSENT:



Plaza Auto Care
Mr. Jeffrey W James
624 SE Greenville Blvd
Greenville, NC 27858



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

POOR BOY GENERAL STORE)

5804 POOR BOY FARM RD.)

KNIGHTDALE, NC 27545)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Poor Boy General Store .

- A. On 11/12/2014, the Standards Division conducted inspection #49354 of the propane facility at Poor Boy General Store . This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Poor Boy General Store , either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
- C. On or about 11/18/2014, the Standards Division assessed Poor Boy General Store a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Poor Boy General Store agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/4/2015.
- E. Breach of any conditions in paragraph (a) above by Poor Boy General Store may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Poor Boy General Store for such payment. Failure by Poor Boy General Store to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Poor Boy General Store acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of January 2015.

BY CONSENT:

Poor Boy General Store
Tom Price
5804 Poor Boy Farm Rd.
Knightdale, NC 27545

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Tom Price
Poor Boy General Store
5804 Poor Boy Farm Rd.
Knightdale, NC 27545

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF IREDELL

IN THE MATTER OF:)

PROGRESSIVE POWER EQUIPMENT)

5233 WILKESBORO HWY.)

STATESVILLE, NC 28625)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Progressive Power Equipment.

- A. On 5/1/2014, the Standards Division conducted inspection #48610 of the propane facility at Progressive Power Equipment. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Progressive Power Equipment, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 5/7/2014, the Standards Division assessed Progressive Power Equipment a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Progressive Power Equipment agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/12/2014.
- E. Breach of any conditions in paragraph (a) above by Progressive Power Equipment may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Progressive Power Equipment for such payment. Failure by Progressive Power Equipment to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Progressive Power Equipment acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of May 2014.

BY CONSENT:

Progressive Power Equipment
Ms. Kathy Sparks
5233 Wilkesboro Hwy.
Statesville, NC 28625

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Kathy Sparks
Progressive Power Equipment
5233 Wilkesboro Hwy.
Statesville, NC 28625

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

PROPANE TRUCKS & TANKS, INC.)

1650 E. WILLIAMS ST.)

APEX, NC 27502)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Propane Trucks & Tanks, Inc..

- A. On 6/23/2014, the Standards Division conducted inspection #204869 of the propane facility at Propane Trucks & Tanks, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Propane Trucks & Tanks, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

- C. On or about 6/26/2014, the Standards Division assessed Propane Trucks & Tanks, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Propane Trucks & Tanks, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/17/2014.
- E. Breach of any conditions in paragraph (a) above by Propane Trucks & Tanks, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Propane Trucks & Tanks, Inc. for such payment. Failure by Propane Trucks & Tanks, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Propane Trucks & Tanks, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of July 2014.

BY CONSENT:

Propane Trucks & Tanks, Inc.
Mr. Paul Harris
PO Box 340
Apex, NC 27502

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Paul Harris
Propane Trucks & Tanks, Inc.
PO Box 340
Apex, NC 27502

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

PROPANE TRUCKS & TANKS, INC.)

1650 E. WILLIAMS ST.)

APEX, NC 27502)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Propane Trucks & Tanks, Inc..

- A. On 6/23/2014, the Standards Division conducted inspection #204871 of the propane facility at Propane Trucks & Tanks, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Propane Trucks & Tanks, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

- C. On or about 6/26/2014, the Standards Division assessed Propane Trucks & Tanks, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Propane Trucks & Tanks, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/17/2014.
- E. Breach of any conditions in paragraph (a) above by Propane Trucks & Tanks, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Propane Trucks & Tanks, Inc. for such payment. Failure by Propane Trucks & Tanks, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Propane Trucks & Tanks, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of July 2014.

BY CONSENT:

Propane Trucks & Tanks, Inc.
Mr. Paul Harris
PO Box 340
Apex, NC 27502

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Paul Harris
Propane Trucks & Tanks, Inc.
PO Box 340
Apex, NC 27502

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
PURYEAR TANK LINES, INC.)
405 RALEIGH ST.)
WILMINGTON, NC 28412)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Puryear Tank Lines, Inc..

- A. On 10/8/2014, the Standards Division conducted inspection #205650 of the propane facility at Puryear Tank Lines, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Puryear Tank Lines, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 10/14/2014, the Standards Division assessed Puryear Tank Lines, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Puryear Tank Lines, Inc. agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/1/2015.
- E. Breach of any conditions in paragraph (a) above by Puryear Tank Lines, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Puryear Tank Lines, Inc. for such payment. Failure by Puryear Tank Lines, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Puryear Tank Lines, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of June 2015.

BY CONSENT:

Puryear Tank Lines, Inc.
Ms. Kristen Yow
405 Raleigh St.
Wilmington, NC 28412

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Kristen Yow
Puryear Tank Lines, Inc.
405 Raleigh St.
Wilmington, NC 28412

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ALAMANCE

IN THE MATTER OF:)

PURYEAR TANK LINES, INC.)

405 RALEIGH ST.)

WILMINGTON, NC 28412)

SETTLEMENT AGREEMENT

Got this reduced to half price \$450
if pd. by 7-1-15
Kefau

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Puryear Tank Lines, Inc..

- Johnny Cannada deduct.
- A. On 3/31/2015, the Standards Division conducted inspection #208778 of the propane facility at Puryear Tank Lines, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.

- B. As a result of its inspection, the Standards Division alleges that Puryear Tank Lines, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

- C. On or about 4/6/2015, the Standards Division assessed Puryear Tank Lines, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. Puryear Tank Lines, Inc. agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/1/2015.

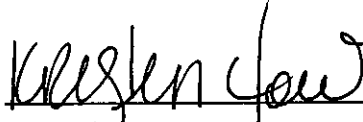
- E. Breach of any conditions in paragraph (a) above by Puryear Tank Lines, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Puryear Tank Lines, Inc. for such payment. Failure by Puryear Tank Lines, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- F. Puryear Tank Lines, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

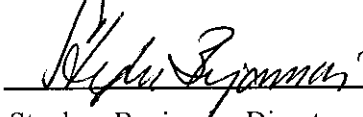
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of June 2015.

BY CONSENT:



Puryear Tank Lines, Inc.
Ms. Kristen Yow
405 Raleigh St.
Wilmington, NC 28412



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHOWAN

IN THE MATTER OF:)

QUALITY GAS SERVICES, INC.)

2824 VIRGINIA RD.)

TYNER, NC 27960)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Quality Gas Services, Inc..

- A. On 1/14/2015, the Standards Division conducted inspection #43383 of the propane facility at Quality Gas Services, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/23/2015, the Standards Division conducted inspection #43565 of the propane facility at Quality Gas Services, Inc.. This inspection revealed both of the items found to be in violation on 1/14/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Quality Gas Services, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.9.6.4) Hoses 350 PSI-labeled, good condition
 - (6.23.3) NO SMOKING sign on fence around plant
- D. On or about 2/27/2015, the Standards Division assessed Quality Gas Services, Inc. a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Quality Gas Services, Inc. agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/4/2015.
- F. Breach of any conditions in paragraph (a) above by Quality Gas Services, Inc. may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Quality Gas Services, Inc. for such payment. Failure by Quality Gas Services, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Quality Gas Services, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of March 2015.

BY CONSENT:

Quality Gas Services, Inc.
Mr. Donnie Bullock
2237 US Hwy 17 N
Merry Hill, NC 27957

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Donnie Bullock
Quality Gas Services, Inc.
2237 US Hwy 17 N
Merry Hill, NC 27957

STATE OF NORTH CAROLINA

COUNTY OF SCOTLAND

IN THE MATTER OF:)

QUALITY OIL & GAS)

17600 ANDREW JACKSON HWY)

LAURINBURG, NC 28352)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Quality Oil & Gas.

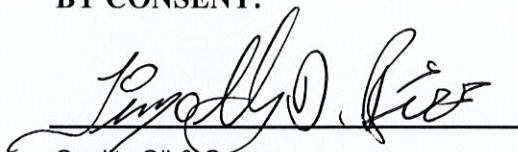
- A. On 5/16/2017, the Standards Division conducted inspection #215871 of the propane facility at Quality Oil & Gas. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Quality Oil & Gas, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

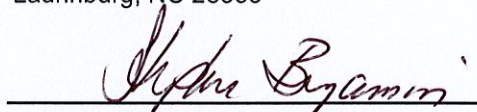
- C. On or about 5/17/2017, the Standards Division assessed Quality Oil & Gas a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Quality Oil & Gas agrees to pay the sum of \$50.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/1/2017.
- E. Breach of any conditions in paragraph (a) above by Quality Oil & Gas may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Quality Oil & Gas for such payment. Failure by Quality Oil & Gas to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Quality Oil & Gas acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of June 2017.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Tim Rice", written over a horizontal line.

Quality Oil & Gas
Mr. Tim Rice
PO Box 949
Laurinburg, NC 28353

A handwritten signature in black ink, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF HOKE

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
RAEFORD OIL COMPANY)
609 W. PROSPECT AVE.)
RAEFORD, NC 28376)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Raeford Oil Company.

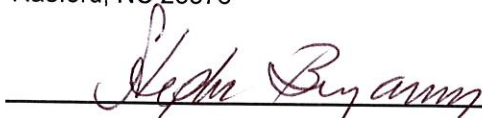
- A. On 10/16/2014, the Standards Division conducted inspection #206031 of the propane facility at Raeford Oil Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Raeford Oil Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 10/22/2014, the Standards Division assessed Raeford Oil Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Raeford Oil Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/2/2015.
- E. Breach of any conditions in paragraph (a) above by Raeford Oil Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Raeford Oil Company for such payment. Failure by Raeford Oil Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Raeford Oil Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

of December 2014.

BY CONSENT:



Raeform Oil Company
Ms. Joy Tompkins
PO Box 430
Raeform, NC 28376



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

JODY CLEMMONS FARM)

555 MAKATOKA RD.)

SHALLOTTE, NC 28468)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 2/19/2014, the Standards Division conducted inspection #41744 of the propane facility at Jody Clemmons Farm . This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/1/2014, the Standards Division conducted inspection #42154 of the propane facility at Jody Clemmons Farm . This inspection revealed both of the items found to be in violation on 2/19/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.6.3.1) Contour concrete saddles or welded steel saddle on concrete pier
 - (6.7.2.4) Relief valve cover
- D. On or about 5/7/2014, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/26/2014.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of May 2014.

BY CONSENT:

R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert H. White
R.D. White & Sons, Inc.
PO Box 40
Shallotte, NC 28459

NORTH CAROLINA

NTY OF BRUNSWICK

IN THE MATTER OF:

R.D. WHITE & SONS, INC.

1123 WHITEVILLE RD NW

SHALLOTTE, NC 28470

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

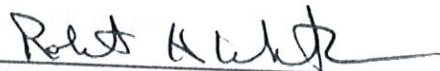
G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

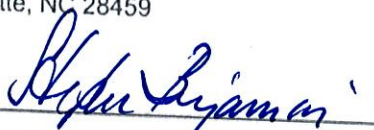
- A. On 10/17/2014, the Standards Division conducted inspection #43040 of the propane facility at R.D. White & Sons, Inc.. This inspection revealed violations of seven items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (14.2.1.6) Container ESVs and internal valves closed if unattended
- C. On or about 11/4/2014, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/24/2015.
- E. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 24th day of June 2015.

BY CONSENT:



R.D. White & Sons, Inc.
Mr. Robert White
PO Box 40
Shallotte, NC 28459



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF BRUNSWICK

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
R.D. WHITE & SONS, INC.)
1123 WHITEVILLE RD NW)
SHALLOTTE, NC 28470)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 10/17/2014, the Standards Division conducted inspection #43040 of the propane facility at R.D. White & Sons, Inc.. This inspection revealed violations of six items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/3/2015, the Standards Division conducted inspection #43481 of the propane facility at R.D. White & Sons, Inc.. This inspection revealed all of the items found to be in violation on 10/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.12.2.3 & 6.12.10) ESV has remote actuations & is operational
 - (02 NCAC 38 .0701(i)(f) / 6.12.6 & 6.12.9) Automatic closure of ESVs
 - (6.11.3 & 6.11.4) Thermal and remote closure
 - (6.6.1.4) Paint
 - (6.7.2.4) Caps on hydrostatic relief valves not pointed down
 - (6.9.3.11) Painted if above ground
- D. On or about 2/6/2015, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$1,500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$750.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/24/2015.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$1,500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

24th day of June 2015.

BY CONSENT:

Robert H White

R.D. White & Sons, Inc.
Mr. Robert White
PO Box 40
Shallotte, NC 28459

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF BRUNSWICK

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
R.D. WHITE & SONS, INC.)
4737 MAIN STREET)
SHALLOTTE, NC 28459)

SETTLEMENT AGREEMENT

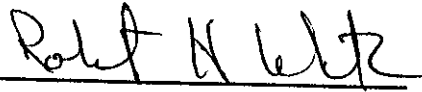
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 12/4/2014, the Standards Division conducted inspection #43243 of the propane facility at R.D. White & Sons, Inc.. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously. *→ Paid w/ check # 60721*
- B. On 5/14/2015, the Standards Division conducted inspection #43976 of the propane facility at R.D. White & Sons, Inc.. This inspection revealed all of the items found to be in violation on 12/4/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
- (6.27.3) Fire safety analysis
 - (14.2.1) Operating procedures
 - (14.3.1) Maintenance procedures
- D. On or about 5/20/2015, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$1,300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. R.D. White & Sons, Inc. agrees to pay the sum of \$650.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/30/2015.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$1,300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

31st day of July 2015.

BY CONSENT:

A handwritten signature in black ink, appearing to read "Robert H. White", written over a horizontal line.

R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

BEACH HARDWARE)

6754 BEACH DR.)

OCEAN ISLE BEACH, NC 28469)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 12/15/2014, the Standards Division conducted inspection #49486 of the propane facility at Beach Hardware. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 6/11/2015, the Standards Division conducted inspection #50241 of the propane facility at Beach Hardware. This inspection revealed all of the items found to be in violation on 12/15/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.9.3.10 & 6.6.1.2) supported, protected and painted
 - (6.6.1.4) paint
 - (6.6.3) base and level
- D. On or about 6/17/2015, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$350.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/23/2015.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of August 2015.

BY CONSENT:

R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert H. White
R.D. White & Sons, Inc.
PO Box 40
Shallotte, NC 28459

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

INGRAM RESIDENCE)

2024 SEA AIRE CANAL WEST)

SUPPLY, NC 28462)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 3/18/2014, the Standards Division conducted inspection #204427 of the propane facility at Ingram Residence. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/24/2014, the Standards Division conducted inspection #204555 of the propane facility at Ingram Residence. This inspection revealed all of the items found to be in violation on 3/18/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.1.4) Dents, gouges, bulges, corrosion
 - (6.6.1.6) Anchored if in flood zone
 - (6.6.1.4) Paint condition
- D. On or about 4/30/2014, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$350.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/26/2014.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of May 2014.

BY CONSENT:

R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert H. White
R.D. White & Sons, Inc.
PO Box 40
Shallotte, NC 28459

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

RESIDENCE)

1794 EAST AIRE CANAL SW)

SUPPLY, NC 28462)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 3/18/2014, the Standards Division conducted inspection #204418 of the propane facility at Residence. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/24/2014, the Standards Division conducted inspection #204556 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 3/18/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.1.4) Dents, gouges, bulges, corrosion
 - (6.6.1.6) Anchored if in flood zone
 - (6.6.1.4) Paint condition
- D. On or about 4/30/2014, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$350.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/26/2014.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of May 2014.

BY CONSENT:

R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert H. White
R.D. White & Sons, Inc.
PO Box 40
Shallotte, NC 28459

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)

SEA MIST CAMPING RESORT UNIT 4)

4616 DEVANE RD. SW)

SHALLOTTE, NC 28470)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 2/19/2014, the Standards Division conducted inspection #204331 of the propane facility at Sea Mist Camping Resort Unit 4. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/1/2014, the Standards Division conducted inspection #204578 of the propane facility at Sea Mist Camping Resort Unit 4. This inspection revealed both of the items found to be in violation on 2/19/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.6) Anchored if in flood zone

(NFPA 58 6.6.1.4) Paint condition

- D. On or about 5/7/2014, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/26/2014.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 27th day of May 2014.

BY CONSENT:

R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Robert H. White
R.D. White & Sons, Inc.
PO Box 40
Shallotte, NC 28459

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF BRUNSWICK

IN THE MATTER OF:)
RESIDENCE)
1339 OCEAN BLVD. WEST)
HOLDEN BEACH, NC 28462)

SETTLEMENT AGREEMENT

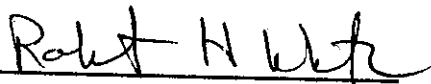
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 4/24/2014, the Standards Division conducted inspection #204559 of the propane facility at Residence. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously. *→ Pd w/ check # 60721*
- B. On 7/1/2014, the Standards Division conducted inspection #204896 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 4/24/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
- (5.2.8.2 & 5.2.8.3) Data plate, cylinder marking
 - (6.3) Separation from building/property lines
 - (6.6.1.6) Anchored if in flood zone
 - (6.6.6.1(I)) Cathodic protection present/condition (UG)
- D. On or about 7/7/2014, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. R.D. White & Sons, Inc. agrees to pay the sum of \$570.44 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/30/2015.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 31st day of July 2015.

BY CONSENT:

A handwritten signature in dark ink, appearing to read "Robert H. White", is written over a horizontal line.

R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA
COUNTY OF BRUNSWICK

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
RESIDENCE)
743 OCEAN BLVD. WEST)
HOLDEN BEACH, NC 28462)

SETTLEMENT AGREEMENT

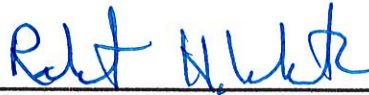
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

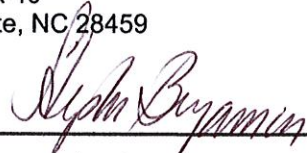
- A. On 9/23/2014, the Standards Division conducted inspection #205604 of the propane facility at Residence. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/30/2014, the Standards Division conducted inspection #208266 of the propane facility at Residence. This inspection revealed both of the items found to be in violation on 9/23/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.1.4) Dents, gouges, bulges, corrosion
 - (6.6.1.4) Paint condition
- D. On or about 11/5/2014, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/30/2015.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

day of December 2014.

BY CONSENT:



R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

F NORTH CAROLINA

NTY OF BRUNSWICK

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
RESIDENCE)
527 OCEAN BLVD. WEST)
HOLDEN BEACH, NC 28462)

SETTLEMENT AGREEMENT


FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

- A. On 9/23/2014, the Standards Division conducted inspection #205605 of the propane facility at Residence. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/30/2014, the Standards Division conducted inspection #208268 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 9/23/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.1.4) Dents, gouges, bulges, corrosion
 - (6.6.1.6) Anchored if in flood zone
 - (6.6.1.4) Paint condition
- D. On or about 11/5/2014, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$350.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/29/2015.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

ne 30th day of December 2014.

BY CONSENT:



R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF BRUNSWICK

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
RESIDENCE)
2875 TUSCARORA PL. SW.)
SUPPLY, NC 28462-5735)

SETTLEMENT AGREEMENT

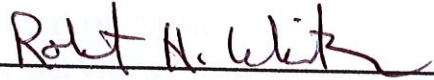
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and R.D. White & Sons, Inc..

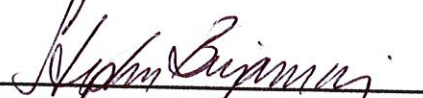
- A. On 4/16/2015, the Standards Division conducted inspection #208849 of the propane facility at Residence. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 6/4/2015, the Standards Division conducted inspection #209130 of the propane facility at Residence. This inspection revealed all of the items found to be in violation on 4/16/2015 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that R.D. White & Sons, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.1.4) Dents, gouges, bulges, corrosion
 - (G.S. 119.58) Supplier identified
 - (6.6.1.4) Paint condition
- D. On or about 6/10/2015, the Standards Division assessed R.D. White & Sons, Inc. a civil penalty of \$700.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. R.D. White & Sons, Inc. agrees to pay the sum of \$446.25 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/22/2016.
- F. Breach of any conditions in paragraph (a) above by R.D. White & Sons, Inc. may render due and payable the entire amount of the \$700.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to R.D. White & Sons, Inc. for such payment. Failure by R.D. White & Sons, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. R.D. White & Sons, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

22nd day of June 2016.

BY CONSENT:



R.D. White & Sons, Inc.
Mr. Robert H. White
PO Box 40
Shallotte, NC 28459



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

IN THE OFFICE OF
ADMINISTRATIVE HEARINGS
16 DAG 10023

RD WHITE & SONS INC. ROBERT H
WHITE,

Petitioner,

v.

NORTH CAROLINA DEPARTMENT
OF AGRICULTURE AND CONSUMER
SERVICES, STANDARDS DIVISION,

Respondent.

SETTLEMENT AGREEMENT

PURSUANT TO N.C. Gen. Stat. 150B-22 and 150B-41(c), which express the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this agreement (the "Agreement") is made and entered into by and between Respondent, the North Carolina Department of Agriculture and Consumer Services, Standards Division (hereinafter the "NCDA&CS"), and Petitioner, R.D. White & Sons, Inc. and Robert H. White (hereinafter "Petitioner"), effective as of the date reflected by the Notary Public for the signature of Stephen Benjamin, Director of the Standards Division, appearing on page 5 of this Agreement.

RECITALS

WHEREAS, Robert H. White is the owner and operator of R.D. White & Sons, Inc. located at 4737 Main Street, Shallotte, Brunswick County, North Carolina 28470;

WHEREAS, at all times pertinent to this matter, Petitioner owned and as was responsible for the underground liquefied petroleum gas tank (herein after the "LP-Gas tank") at the residential property located at 150 East First Street, Ocean Isle Beach, Brunswick County, North Carolina 28469 (hereinafter the "Residence");

WHEREAS, on May 3, 2016, NCDA&CS issued Petitioner a civil penalty in the amount of Five Hundred Dollars (\$500.00) for alleged violations of North Carolina LP-Gas Laws and rules observed on the LP-Gas tank at the Residence;

WHEREAS, Petitioner did not appeal the May 3, 2016 civil penalty and that penalty has become final;

WHEREAS, on September 29, 2016, NCDA&CS issued Petitioner a civil penalty in the amount of Eight Hundred Dollars (\$800.00) for alleged violations of North Carolina LP-Gas Laws and rules observed on the LP-Gas tank at the Residence;

WHEREAS, Petitioner timely appealed the September 29, 2016 civil penalty by filing a Petition for a Contested Case Hearing with the North Carolina Office of Administrative Hearings (16 DAG 10023);

WHEREAS, Petitioner disputes certain aspects of the May 3, 2016 and September 29, 2016 civil penalties;

WHEREAS, NCDA&CS and Petitioner desire to fully and finally compromise and settle all disputes and controversies between them involving or arising out the May 3, 2016 and September 29, 2016 civil penalties;

WHEREAS, NCDA&CS and Petitioner desire to enter into such a compromise and settlement solely in order to avoid the burden and expense of litigation.

NOW THEREFORE, for and in consideration of, among other things, the promises contained herein, the representations, covenants and warranties contained herein, the obligations created hereby and the release(s) contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, NCDA&CS and Petitioner agree as follows:

1. The Recitals set forth above in this Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. By his signature below, Petitioner agrees to pay the sum of Three Hundred and Fifty Dollars (\$350.00) to NCDA&CS within thirty (30) days of the effective date of this Agreement.

a. Petitioner's payments will be mailed addressed as follows:

Standards Division
North Carolina Department of Agriculture and Consumer Services
Attention: Stephen Benjamin, Director Standards Division
1050 Mail Service Center
Raleigh, North Carolina 27699-1050

b. Petitioner's payment shall be considered to have been paid on time if Petitioner sends the payment by U.S. Postal Service First Class Mail, or other commercial carrier, prepaid, and the envelope is postmarked on or before the date when the payment is due.

3. By his signature below, Petitioner further agrees to fully remove the LP-Gas tank from the Residence within thirty (30) days of the effective date of this Agreement. Removal shall mean digging up the LP-Gas tank that is currently installed at the Residence and physically removing it from the Residence. Petitioner acknowledges and agrees that if he fails to remove the LP-Gas tank from the Residence as required by this Agreement, the original amounts assessed in the May 3, 2016 and September 29, 2016 civil penalties will become automatically due in full to NCDA&CS.

4. By his signature below, Petitioner further agrees to voluntarily dismiss his appeal of the September 29, 2016 civil penalty (16 DAG 10023) with prejudice.

5. By its representative's signature below, NCDA&CS agrees that, upon Petitioner's removal of the LP-Gas tank from the Residence, the alleged violations of North Carolina LP-Gas law and rules noted in the May 3, 2016 and September 29, 2016 civil penalties will be remedied and NCDA&CS will waive any remaining amounts due or potentially due as a result of the May 3, 2016 and September 29, 2016 civil penalties.

6. An action to recover any amount under this Agreement shall not relieve any party from any other penalty permitted by law.

7. The parties agree to bear their own attorneys' fees and costs associated with this Agreement and with the matters referenced in this Agreement.

8. The persons signing this Agreement below represent and warrant that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.

9. The parties acknowledge that this Agreement contains the entire agreement between them regarding the matters set forth and described in it, and that it supersedes all previous negotiations, discussions and understandings between them regarding such matters.

10. The terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed and signed by all signatories hereto.

11. The parties acknowledge and agree that any and all disputes arising out of or under this Agreement, whether sounding in contract, tort or otherwise and including, among all others, the validity, construction, interpretation and enforcement of this Agreement, shall be governed by North Carolina law. Despite the foregoing, the parties further acknowledge and agree that this Agreement shall not be interpreted in favor or against any party based upon which party drafted or participated in drafting this Agreement.

12. If any of the provisions of this Agreement are later determined to be invalid or unenforceable by a court of competent jurisdiction, the provisions found to be invalid or unenforceable shall be treated as being severable from the other provisions of this Agreement and this Agreement shall be construed and enforced as if any such invalid or unenforceable provision(s) had not been included in the Agreement.

Agreement continues on the follow pages.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and signed as of the day and year indicated by their signatures below.

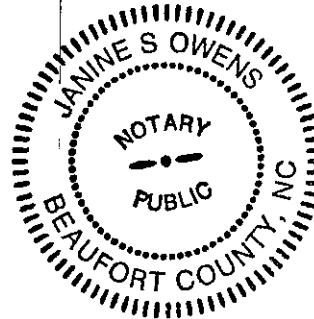
NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES,
STANDARDS DIVISION

By: Stephen Benjamin
Stephen Benjamin
Director, Standards Division
NCDA&CS

Subscribed and sworn to before me ²⁰¹⁷
this the 5th day of April, 2016.

Janine S. Owens
Notary Public

My Commission Expires: 3/16/2019



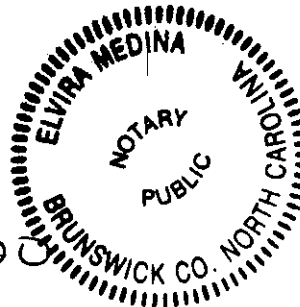
PETITIONER

By: Robert H. White
Robert H. White
R.D. White & Sons, Inc.
4737 Main Street,
Shallotte, North Carolina 28470

Subscribed and sworn to before me ¹⁷
this the 30 day of March, 2016.

Elvira Medina
Notary Public

My Commission Expires: July 13, 2020



STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DURHAM

IN THE MATTER OF:)
REDMILL QUICK STOP)
3422 REDMILL RD)
DURHAM, NC 27704)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Redmill Quick Stop.

- A. On 3/11/2014, the Standards Division conducted inspection #48350 of the propane facility at Redmill Quick Stop. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Redmill Quick Stop, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 3/14/2014, the Standards Division assessed Redmill Quick Stop a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Redmill Quick Stop agrees to pay the sum of \$121.67 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/21/2014.
- E. Breach of any conditions in paragraph (a) above by Redmill Quick Stop may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Redmill Quick Stop for such payment. Failure by Redmill Quick Stop to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Redmill Quick Stop acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MOORE

IN THE MATTER OF:)

RILEY PAVING, INC.)

6644 GLENDON CARTHAGE RD.)

CARTHAGE, NC 28327)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Riley Paving, Inc..

- A. On 4/4/2013, the Standards Division conducted inspection #40347 of the propane facility at Riley Paving, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/13/2013, the Standards Division conducted inspection #40537 of the propane facility at Riley Paving, Inc.. This inspection revealed the item found to be in violation on 4/4/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Riley Paving, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.12.4/6.12.9) ESV has remote actuations & is operational

- D. On or about 5/24/2013, the Standards Division assessed Riley Paving, Inc. a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Riley Paving, Inc. agrees to pay the sum of \$186.30 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/23/2014.
- F. Breach of any conditions in paragraph (a) above by Riley Paving, Inc. may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Riley Paving, Inc. for such payment. Failure by Riley Paving, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Riley Paving, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of January 2014.

BY CONSENT:

Riley Paving, Inc.
Ms. Debbie Riley
PO Box 10
Carthage, NC 28327

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Debbie Riley
Riley Paving, Inc.
PO Box 10
Carthage, NC 28327

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MOORE

IN THE MATTER OF:)

RILEY PAVING, INC.)

6644 GLENDON CARTHAGE RD.)

CARTHAGE, NC 28327)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Riley Paving, Inc..

- A. On 3/24/2014, the Standards Division conducted inspection #41906 of the propane facility at Riley Paving, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 6/18/2014, the Standards Division conducted inspection #42386 of the propane facility at Riley Paving, Inc.. This inspection revealed both of the items found to be in violation on 3/24/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Riley Paving, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) Leak free

(6.9.3.11) Painted if above ground

- D. On or about 6/24/2014, the Standards Division assessed Riley Paving, Inc. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Riley Paving, Inc. agrees to pay the sum of \$325.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/31/2015.
- F. Breach of any conditions in paragraph (a) above by Riley Paving, Inc. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Riley Paving, Inc. for such payment. Failure by Riley Paving, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Riley Paving, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of October 2015.

BY CONSENT:

Riley Paving, Inc.
Ms. Debbie Riley
PO Box 10
Carthage, NC 28327

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Debbie Riley
Riley Paving, Inc.
PO Box 10
Carthage, NC 28327

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FORSYTH

IN THE MATTER OF:)

RIVERSIDE FARM & GARDEN SUPPLY)

6295 YADKINVILLE RD.)

PFAFFTOWN, NC 27040)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Riverside Farm & Garden Supply.

- A. On 7/17/2014, the Standards Division conducted inspection #48913 of the propane facility at Riverside Farm & Garden Supply. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/27/2014, the Standards Division conducted inspection #49288 of the propane facility at Riverside Farm & Garden Supply. This inspection revealed the item found to be in violation on 7/17/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Riverside Farm & Garden Supply, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(7.2.2.1 & 4.4) Personnel trained - for safe fueling

- D. On or about 10/30/2014, the Standards Division assessed Riverside Farm & Garden Supply a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Riverside Farm & Garden Supply agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/10/2014.
- F. Breach of any conditions in paragraph (a) above by Riverside Farm & Garden Supply may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Riverside Farm & Garden Supply for such payment. Failure by Riverside Farm & Garden Supply to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Riverside Farm & Garden Supply acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 10th day of November 2014.

BY CONSENT:

Riverside Farm & Garden Supply
Mr. Bobby Church
6295 Yadkinville Rd.
Pfafftown, NC 27040

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Bobby Church
Riverside Farm & Garden Supply
6295 Yadkinville Rd.
Pfafftown, NC 27040

STATE OF NORTH CAROLINA

COUNTY OF HALIFAX

IN THE MATTER OF:

RIVERTOWN TIRE SERVICE

40 SYCAMORE ST.

WELDON, NC 27890

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Rivertown Tire Service.

- A. On 1/3/2013, the Standards Division conducted inspection #46622 of the propane facility at Rivertown Tire Service. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Rivertown Tire Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license displayed

- C. On or about 1/22/2013, the Standards Division assessed Rivertown Tire Service a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Rivertown Tire Service agrees to pay the sum of \$134.81 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/18/2014.
- E. Breach of any conditions in paragraph (a) above by Rivertown Tire Service may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Rivertown Tire Service for such payment. Failure by Rivertown Tire Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Rivertown Tire Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 19th day of August 2014.

BY CONSENT:



Rivertown Tire Service
Mr. William Blackwell
40 Sycamore St.
Weldon, NC 27890



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Bill Blumenthal

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF HALIFAX

IN THE MATTER OF:)

RIVERTOWN TIRE SERVICE)

40 SYCAMORE ST.)

WELDON, NC 27890)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

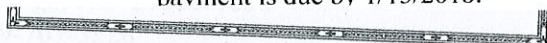
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Rivertown Tire Service.

- A. On 8/24/2016, the Standards Division conducted inspection #52143 of the propane facility at Rivertown Tire Service. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/14/2016, the Standards Division conducted inspection #52611 of the propane facility at Rivertown Tire Service. This inspection revealed the item found to be in violation on 8/24/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Rivertown Tire Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- D. On or about 12/16/2016, the Standards Division assessed Rivertown Tire Service a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

- a. Rivertown Tire Service agrees to pay the sum of \$253.52, which includes a late fee and interest, to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/15/2018.



This is the 15th day of November 2017.

BY CONSENT:



Rivertown Tire Service
William Blackwell
40 Sycamore St.
Weldon, NC 27890



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050



STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF HALIFAX

IN THE MATTER OF:)

ROBERSON FARMS)

699 ROBERSON RD)

HALIFAX, NC 27839)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Roberson Farms.

- A. On 12/10/2014, the Standards Division conducted inspection #43271 of the propane facility at Roberson Farms. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 1/27/2015, the Standards Division conducted inspection #43434 of the propane facility at Roberson Farms. This inspection revealed the item found to be in violation on 12/10/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Roberson Farms, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.12.12.1) ESV remote marked with sign

- D. On or about 3/10/2015, the Standards Division assessed Roberson Farms a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Roberson Farms agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2015.
- F. Breach of any conditions in paragraph (a) above by Roberson Farms may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Roberson Farms for such payment. Failure by Roberson Farms to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Roberson Farms acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of April 2015.

BY CONSENT:

Roberson Farms
Mr. Douglas Roberson
538 Roberson Rd.
Halifax, NC 27839

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Douglas Roberson
Roberson Farms
538 Roberson Rd.
Halifax, NC 27839

NORTH CAROLINA
OF PENDER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

THE MATTER OF:)
ROCHELLE FURNITURE COMPANY, INC.)
1241 NC HIGHWAY 53 W)
BURGAW, NC 28425)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Rochelle Furniture Company, Inc..

- A. On 4/14/2014, the Standards Division conducted inspection #48512 of the propane facility at Rochelle Furniture Company, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/27/2014, the Standards Division conducted inspection #48694 of the propane facility at Rochelle Furniture Company, Inc.. This inspection revealed both of the items found to be in violation on 4/14/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Rochelle Furniture Company, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.18.2.3 & 6.25.3.17) remote control switch

(6.27.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating

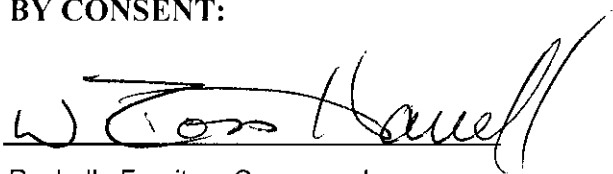
- D. On or about 5/30/2014, the Standards Division assessed Rochelle Furniture Company, Inc. a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Rochelle Furniture Company, Inc. agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/26/2014.

b. Rochelle Furniture Company agrees to pay \$100 a month over a 3 month period. All payments are due by the 30th of each month, beginning July 30, 2014.

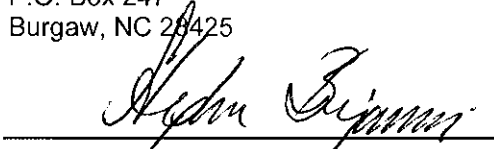
- F. Breach of any conditions in paragraphs (a) or (b) above by Rochelle Furniture Company, Inc. may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Rochelle Furniture Company, Inc. for such payment. Failure by Rochelle Furniture Company, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Rochelle Furniture Company, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 26th day of June 2014.

BY CONSENT:



Rochelle Furniture Company, Inc.
Mr. Ross Harrell
P.O. Box 247
Burgaw, NC 28425



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

CITY OF DUPLIN

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
SANDLIN LP GAS COMPANY)
1503 S NC 41 / 111)
BEULAVILLE, NC 28518)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sandlin LP Gas Company.

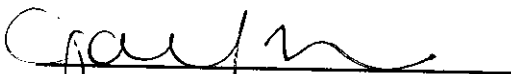
- A. On 12/12/2013, the Standards Division conducted inspection #204136 of the propane facility at Sandlin LP Gas Company. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Sandlin LP Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 9.4.8) Parked with wheel stops

- C. On or about 12/18/2013, the Standards Division assessed Sandlin LP Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. Sandlin LP Gas Company agrees to pay the sum of **\$122.51** to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/11/2014.
- E. Breach of any conditions in paragraph (a) above by Sandlin LP Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sandlin LP Gas Company for such payment. Failure by Sandlin LP Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Sandlin LP Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

. 1th day of June 2014.

BY CONSENT:



Sandlin LP Gas Company
Miss Jasmine Yarbro
1503 S. NC 41/111
Beulaville, NC 28518



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DUPLIN

IN THE MATTER OF:)

SHOLAR ENTERPRISE)

1545 FOUNTAINTOWN ROAD)

BEULAVILLE, NC 28518)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sholar Enterprise.

- A. On 7/22/2014, the Standards Division conducted inspection #42571 of the propane facility at Sholar Enterprise. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/27/2014, the Standards Division conducted inspection #42780 of the propane facility at Sholar Enterprise. This inspection revealed all of the items found to be in violation on 7/22/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Sholar Enterprise, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.27.3)** Fire safety analysis
 - (5.12.2.3 & 6.12.10)** ESV has remote actuations & is operational
 - (14.2.1)** Operating procedures
 - (14.3.1)** Maintenance procedures
- D. On or about 9/2/2014, the Standards Division assessed Sholar Enterprise a civil penalty of \$1,600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Sholar Enterprise agrees to pay the sum of \$800.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/23/2014.
- F. Breach of any conditions in paragraph (a) above by Sholar Enterprise may render due and payable the entire amount of the \$1,600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sholar Enterprise for such payment. Failure by Sholar Enterprise to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Sholar Enterprise acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 24th day of October 2014.

BY CONSENT:

Sholar Enterprise
Mr. Mike Sholar
1545 Fountaintown Road
Beulaville, NC 28518-7571

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Mike Sholar
Sholar Enterprise
1545 Fountaintown Road
Beulaville, NC 28518-7571

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF POLK

IN THE MATTER OF:)

SILVER CREEK CAMPGROUND)

3111 SILVER CREEK RD.)

MILL SPRING, NC 28756)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

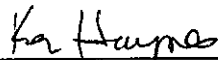
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Silver Creek Campground.

- A. On 4/21/2014, the Standards Division conducted inspection #48554 of the propane facility at Silver Creek Campground. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Silver Creek Campground, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

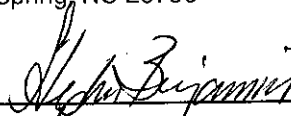
(G.S. 119) Registered - license current
- C. On or about 4/24/2014, the Standards Division assessed Silver Creek Campground a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Silver Creek Campground agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/12/2014.
- E. Breach of any conditions in paragraph (a) above by Silver Creek Campground may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Silver Creek Campground for such payment. Failure by Silver Creek Campground to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Silver Creek Campground acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 12th day of June 2014.

BY CONSENT:



Silver Creek Campground
Mr. Ken Haynes
3111 Silver Creek Rd.
Mill Spring, NC 28756



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF DUPLIN

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
SMITH BROTHERS GAS CO., INC.)
2500 US HWY 117 S)
MAGNOLIA, NC 28453)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Smith Brothers Gas Co., Inc..

- A. On 5/27/2014, the Standards Division conducted inspection #204795 of the propane facility at Smith Brothers Gas Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Smith Brothers Gas Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

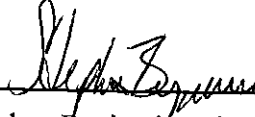
- C. On or about 5/30/2014, the Standards Division assessed Smith Brothers Gas Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. Smith Brothers Gas Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/5/2014.
- E. Breach of any conditions in paragraph (a) above by Smith Brothers Gas Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Smith Brothers Gas Co., Inc. for such payment. Failure by Smith Brothers Gas Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Smith Brothers Gas Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

5th day of June 2014.

BY CONSENT:



Smith Brothers Gas Co., Inc.
Mr. Michael Judge
PO Box 219
Magnolia, NC 28453



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF ONSLOW

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
SNEADS FERRY LP GAS COMPANY INC)
777 HWY 210)
SNEADS FERRY, NC 28460)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

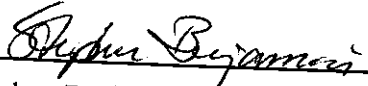
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sneads Ferry LP Gas Company Inc.

- A. On 9/30/2014, the Standards Division conducted inspection #42939 of the propane facility at Sneads Ferry LP Gas Company Inc. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/3/2014, the Standards Division conducted inspection #43118 of the propane facility at Sneads Ferry LP Gas Company Inc. This inspection revealed all of the items found to be in violation on 9/30/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Sneads Ferry LP Gas Company Inc, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.27.3) Fire safety analysis
 - (14.2.1) Operating procedures
 - (14.3.1) Maintenance procedures
 - (6.6.1.4) Paint
- D. On or about 11/6/2014, the Standards Division assessed Sneads Ferry LP Gas Company Inc a civil penalty of \$1,500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Sneads Ferry LP Gas Company Inc agrees to pay the sum of \$937.89 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/10/2015.
- F. Breach of any conditions in paragraph (a) above by Sneads Ferry LP Gas Company Inc may render due and payable the entire amount of the \$1,500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sneads Ferry LP Gas Company Inc for such payment. Failure by Sneads Ferry LP Gas Company Inc to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Sneads Ferry LP Gas Company Inc acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

as the 11th day of August 2015.

BY CONSENT:

Sneads Ferry LP Gas Company Inc
Mr. Mack Davis
777 Hwy 210
Sneads Ferry, NC 28460



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF ONSLOW

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)

SNEADS FERRY LP-GAS)

113 PARK LANE)

SNEADS FERRY, NC 28460)

SETTLEMENT AGREEMENT

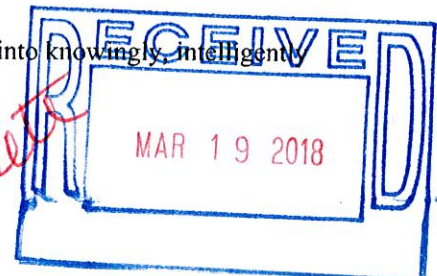
FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sneads Ferry LP-Gas Company Inc.

- A. On 2/21/2018, the Standards Division conducted inspection #47352 of the propane facility at Sneads Ferry LP-Gas. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Sneads Ferry LP-Gas Company Inc, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
- (9.4.8) Wheel stops are provided and used
- (6.8.1.4) Paint
- C. On or about 3/1/2018, the Standards Division assessed Sneads Ferry LP-Gas Company Inc a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. Sneads Ferry LP-Gas Company Inc agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/12/2018.
- E. Breach of any conditions in paragraph (a) above by Sneads Ferry LP-Gas Company Inc may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sneads Ferry LP-Gas Company Inc for such payment. Failure by Sneads Ferry LP-Gas Company Inc to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Sneads Ferry LP-Gas Company Inc acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

Thank You,
Scott Everett



NORTH CAROLINA

COUNTY OF ONSLOW

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)

SNEADS FERRY LP GAS COMPANY INC)

777 HWY 210)

SNEADS FERRY, NC 28460)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sneads Ferry LP Gas Company Inc.

A. On 2/21/2018, the Standards Division conducted inspection #218845 of the propane facility at Sneads Ferry LP Gas Company Inc. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.

B. As a result of its inspection, the Standards Division alleges that Sneads Ferry LP Gas Company Inc, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

C. On or about 3/1/2018, the Standards Division assessed Sneads Ferry LP Gas Company Inc a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

a. Sneads Ferry LP Gas Company Inc agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/12/2018.

E. Breach of any conditions in paragraph (a) above by Sneads Ferry LP Gas Company Inc may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sneads Ferry LP Gas Company Inc for such payment. Failure by Sneads Ferry LP Gas Company Inc to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

F. Sneads Ferry LP Gas Company Inc acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

Thank you
Scotty Wreath



NORTH CAROLINA

DEPARTMENT OF

IN THE MATTER OF

SHARON B. BROWN

VS

JOHN B. BROWN

FOR THE

STATE

no signature



OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ONSLOW

IN THE MATTER OF:)

SNEADS FERRY LP GAS COMPANY INC)

777 HWY 210)

SNEADS FERRY, NC 28460)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sneads Ferry LP Gas Company Inc.

A. On 2/21/2018, the Standards Division conducted inspection #218846 of the propane facility at Sneads Ferry LP Gas Company Inc. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.

B. As a result of its inspection, the Standards Division alleges that Sneads Ferry LP Gas Company Inc, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

C. On or about 3/1/2018, the Standards Division assessed Sneads Ferry LP Gas Company Inc a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

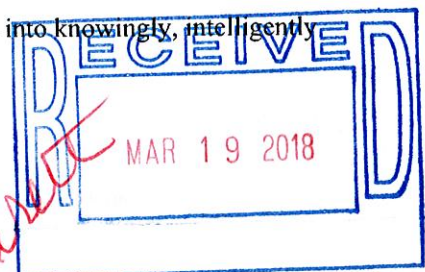
a. Sneads Ferry LP Gas Company Inc agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/12/2018.

E. Breach of any conditions in paragraph (a) above by Sneads Ferry LP Gas Company Inc may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sneads Ferry LP Gas Company Inc for such payment. Failure by Sneads Ferry LP Gas Company Inc to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

F. Sneads Ferry LP Gas Company Inc acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

Thank you,
Debbie
Went



UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

COUNTY OF [illegible]
IN THE MATTER OF [illegible]

RECEIVED

DATE: [illegible]
BY: [illegible]

[illegible text]

[illegible text]

[illegible text]

NO signature

[illegible text]

[illegible text]

[illegible text]

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STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHATHAM

IN THE MATTER OF:)

SOUTHERN STATES - SILER CITY SERVICE)

3732 OLD US HWY 421 S)

BONLEE, NC 27213)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Siler City Service.

- A. On 10/16/2014, the Standards Division conducted inspection #43030 of the propane facility at Southern States - Siler City Service. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/17/2014, the Standards Division conducted inspection #43313 of the propane facility at Southern States - Siler City Service. This inspection revealed the item found to be in violation on 10/16/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Southern States - Siler City Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.19.4) Plant locked when unattended

- D. On or about 12/23/2014, the Standards Division assessed Southern States - Siler City Service a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Siler City Service agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/19/2015.
- F. Breach of any conditions in paragraph (a) above by Southern States - Siler City Service may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Siler City Service for such payment. Failure by Southern States - Siler City Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Southern States - Siler City Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 20th day of May 2015.

BY CONSENT:

Southern States - Siler City Service
Mr. Pete Ostman
PO Box 493
Siler City, NC 27344

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Pete Ostman
Southern States - Siler City Service
PO Box 493
Siler City, NC 27344

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

OF:)

Southern States - Reidsville)

US HWY 29 BUSINESS)

REIDSVILLE, NC 27320)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

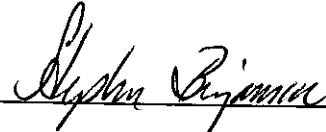
Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Reidsville Service.

- A. On 9/9/2014, the Standards Division conducted inspection #42829 of the propane facility at Southern States - Reidsville Service. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/19/2014, the Standards Division conducted inspection #43183 of the propane facility at Southern States - Reidsville Service. This inspection revealed both of the items found to be in violation on 9/9/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/27/2015, the Standards Division conducted inspection #43438 of the propane facility at Southern States - Reidsville Service. This inspection revealed both of the items found to be in violation on 11/19/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Southern States - Reidsville Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (14.2.1) Operating procedures
 - (14.3.1) Maintenance procedures
- E. On or about 1/30/2015, the Standards Division assessed Southern States - Reidsville Service a civil penalty of \$1,800.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Reidsville Service agrees to pay the sum of \$1,117.81 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/31/2015.
- G. Breach of any conditions in paragraph (a) above by Southern States - Reidsville Service may render due and payable the entire amount of the \$1,800.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Reidsville Service for such payment. Failure by Southern States -

2015.

BY CONSENT:

Southern States - Reidsville Service
Ms. Michelle French
341 US Hwy 29 Business
Reidsville, NC 27320



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

MINA
KINGHAM

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

TER OF:)
RN STATES - REIDSVILLE)
US HWY 29 BUSINESS)
REIDSVILLE, NC 27320)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

#45051

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Reidsville Service.

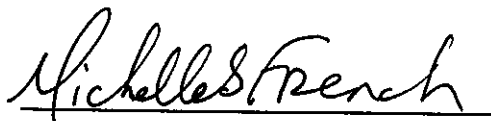
- A. On 10/29/2015, the Standards Division conducted inspection #44741 of the propane facility at Southern States - Reidsville Service. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/29/2015, the Standards Division conducted inspection #44902 of the propane facility at Southern States - Reidsville Service. This inspection revealed the item found to be in violation on 10/29/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/10/2016, the Standards Division conducted inspection #45051 of the propane facility at Southern States - Reidsville Service. This inspection revealed the item found to be in violation on 12/29/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Southern States - Reidsville Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.19.4.2) Fence 6' industrial w/2 gates

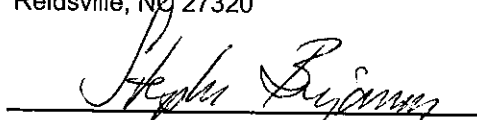
- E. On or about 2/11/2016, the Standards Division assessed Southern States - Reidsville Service a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Reidsville Service agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/27/2016.
- G. Breach of any conditions in paragraph (a) above by Southern States - Reidsville Service may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Reidsville Service for such payment. Failure by Southern States - Reidsville Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Southern States - Reidsville Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I.

March 2016.

BY CONSENT:

A handwritten signature in cursive script, reading "Michelle French", written over a horizontal line.

Southern States - Reidsville Service
Ms. Michelle French
341 US Hwy 29 Business
Reidsville, NC 27320

A handwritten signature in cursive script, reading "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MOORE

IN THE MATTER OF:)

SOUTHERN STATES - SILER CITY SERVICE)

3810 US HWY 15/501)

CARTHAGE, NC 28327)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Siler City Service.

- A. On 11/3/2015, the Standards Division conducted inspection #44753 of the propane facility at Southern States - Siler City Service. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 2/4/2016, the Standards Division conducted inspection #45024 of the propane facility at Southern States - Siler City Service. This inspection revealed the item found to be in violation on 11/3/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 3/17/2016, the Standards Division conducted inspection #45165 of the propane facility at Southern States - Siler City Service. This inspection revealed the item found to be in violation on 2/4/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Southern States - Siler City Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.11.4 & 6.11.5) Remote shutdown station and sign

- E. On or about 3/18/2016, the Standards Division assessed Southern States - Siler City Service a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Siler City Service agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/2/2017.
- G. Breach of any conditions in paragraph (a) above by Southern States - Siler City Service may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Siler City Service for such payment. Failure by Southern States - Siler City Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Southern States - Siler City Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I.

This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of July 2017.

BY CONSENT:

Southern States - Siler City Service
Mr. Keith Stanley
PO Box 493
Siler City, NC 27344

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Keith Stanley
Southern States - Siler City Service
PO Box 493
Siler City, NC 27344

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHATHAM

IN THE MATTER OF:)

SOUTHERN STATES - SILER CITY SERVICE)

117 N. DOGWOOD AVE.)

SILER CITY, NC 27344)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Siler City Service.

- A. On 10/25/2016, the Standards Division conducted inspection #45879 of the propane facility at Southern States - Siler City Service. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/7/2016, the Standards Division conducted inspection #46031 of the propane facility at Southern States - Siler City Service. This inspection revealed both of the items found to be in violation on 10/25/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/17/2017, the Standards Division conducted inspection #46497 of the propane facility at Southern States - Siler City Service. This inspection revealed both of the items found to be in violation on 12/7/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Southern States - Siler City Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.23.3) NO SMOKING sign on fence around plant

(5.7.7.2) Tanks stored outside fenced area must have openings plugged or capped

- E. On or about 5/18/2017, the Standards Division assessed Southern States - Siler City Service a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Siler City Service agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/30/2017.
- G. Breach of any conditions in paragraph (a) above by Southern States - Siler City Service may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Siler City Service for such payment. Failure by Southern States - Siler City Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

H.

Southern States - Siler City Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 30th day of June 2017.

BY CONSENT:

Southern States - Siler City Service
Mr. Keith Stanley
PO Box 493
Siler City, NC 27344

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Keith Stanley
Southern States - Siler City Service
PO Box 493
Siler City, NC 27344

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)

SOUTHERN STATES - ASHEBORO SERVICE)

504 E. DIXIE DR.)

ASHEBORO, NC 27205)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Asheboro Service.

- A. On 10/29/2014, the Standards Division conducted inspection #49306 of the propane facility at Southern States - Asheboro Service. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 2/2/2015, the Standards Division conducted inspection #49671 of the propane facility at Southern States - Asheboro Service. This inspection revealed the item found to be in violation on 10/29/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Southern States - Asheboro Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.22.3 & 7.2.3.2.B) No Smoking Sign - no open flame, no ignition source within 25 feet

- D. On or about 2/5/2015, the Standards Division assessed Southern States - Asheboro Service a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Asheboro Service agrees to pay the sum of \$186.30 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/31/2015.
- F. Breach of any conditions in paragraph (a) above by Southern States - Asheboro Service may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Asheboro Service for such payment. Failure by Southern States - Asheboro Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Southern States - Asheboro Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of October 2015.

BY CONSENT:

Southern States - Asheboro Service
Mr. Frank Thompson
504 E. Dixie Dr.
Asheboro, NC 27205

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Frank Thompson
Southern States - Asheboro Service
504 E. Dixie Dr.
Asheboro, NC 27205

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF GUILFORD

IN THE MATTER OF:)

SOUTHERN STATES - GREENSBORO-)

6199 LAKE BRANDT RD.)

GREENSBORO, NC 27455)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Reidsville Service.

- A. On 11/10/2014, the Standards Division conducted inspection #49346 of the propane facility at Southern States - Greensboro-Summerfield Service. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/14/2015, the Standards Division conducted inspection #49986 of the propane facility at Southern States - Greensboro-Summerfield Service. This inspection revealed both of the items found to be in violation on 11/10/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Southern States - Reidsville Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.25.3.9) Liquid withdrawal valve remote: location, identified, accessible
 - (6.18.2.3 & 6.25.3.17) remote control switch
- D. On or about 5/5/2015, the Standards Division assessed Southern States - Reidsville Service a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Reidsville Service agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/31/2015.
- F. Breach of any conditions in paragraph (a) above by Southern States - Reidsville Service may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Reidsville Service for such payment. Failure by Southern States - Reidsville Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Southern States - Reidsville Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of October 2015.

BY CONSENT:

Southern States - Reidsville Service
Ms. Michelle Moore
341 US Hwy 29 Business
Reidsville, NC 27320

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Michelle Moore
Southern States - Reidsville Service
341 US Hwy 29 Business
Reidsville, NC 27320

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHATHAM

IN THE MATTER OF:)

COUNTRY FARM & HOME SUPPLY, INC.)

203 S. SMALL ST.)

PITTSBORO, NC 27312)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Siler City Service.

- A. On 10/9/2014, the Standards Division conducted inspection #49238 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/17/2014, the Standards Division conducted inspection #49511 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 10/9/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/13/2015, the Standards Division conducted inspection #49979 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 12/17/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 7/8/2015, the Standards Division conducted inspection #50342 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 4/13/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. On 10/6/2015, the Standards Division conducted inspection #50720 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 7/8/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- F. As a result of its inspection, the Standards Division alleges that Southern States - Siler City Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.9.3.10 & 6.6.1.2) supported, protected and painted

- G. On or about 10/7/2015, the Standards Division assessed Southern States - Siler City Service a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- H. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Siler City Service agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/2/2017.

I.

Breach of any conditions in paragraph (a) above by Southern States - Siler City Service may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Siler City Service for such payment. Failure by Southern States - Siler City Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

- J. Southern States - Siler City Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- K. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of July 2017.

BY CONSENT:

Southern States - Siler City Service
Mr. Keith Stanley
PO Box 493
Siler City, NC 27344

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Keith Stanley
Southern States - Siler City Service
PO Box 493
Siler City, NC 27344

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

INA

WELL

TER OF:

HODGES SERVICE STATION

79 US HWY 158 W.

RUFFIN, NC 27326

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

51224

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Reidsville Service.

- A. On 9/28/2015, the Standards Division conducted inspection #50693 of the propane facility at L. W. Hodges Service Station. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 12/29/2015, the Standards Division conducted inspection #51045 of the propane facility at L. W. Hodges Service Station. This inspection revealed the item found to be in violation on 9/28/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 2/10/2016, the Standards Division conducted inspection #51224 of the propane facility at L. W. Hodges Service Station. This inspection revealed the item found to be in violation on 12/29/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Southern States - Reidsville Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.5) piping at hose connection (or differential valve)

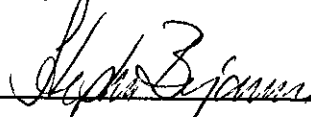
- E. On or about 2/11/2016, the Standards Division assessed Southern States - Reidsville Service a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Reidsville Service agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/23/2016.
- G. Breach of any conditions in paragraph (a) above by Southern States - Reidsville Service may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Reidsville Service for such payment. Failure by Southern States - Reidsville Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Southern States - Reidsville Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I.

March 2016.

BY CONSENT:

A handwritten signature in cursive script, reading "Michelle French", written over a horizontal line.

Southern States - Reidsville Service
Ms. Michelle French
341 US Hwy 29 Business
Reidsville, NC 27320

A handwritten signature in cursive script, reading "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHATHAM

IN THE MATTER OF:)

COUNTRY FARM & HOME SUPPLY, INC.)

203 S. SMALL ST.)

PITTSBORO, NC 27312)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Siler City Service.

- A. On 6/8/2016, the Standards Division conducted inspection #51803 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 9/13/2016, the Standards Division conducted inspection #52242 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 6/8/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 11/17/2016, the Standards Division conducted inspection #52486 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 9/13/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Southern States - Siler City Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Markings - identified as to gas supplier

- E. On or about 11/18/2016, the Standards Division assessed Southern States - Siler City Service a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Siler City Service agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/2/2017.
- G. Breach of any conditions in paragraph (a) above by Southern States - Siler City Service may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Siler City Service for such payment. Failure by Southern States - Siler City Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Southern States - Siler City Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I.

This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of July 2017.

BY CONSENT:

Southern States - Siler City Service
Mr. Keith Stanley
PO Box 493
Siler City, NC 27344

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Keith Stanley
Southern States - Siler City Service
PO Box 493
Siler City, NC 27344

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHATHAM

IN THE MATTER OF:)

COUNTRY FARM & HOME SUPPLY, INC.)

203 S. SMALL ST.)

PITTSBORO, NC 27312)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Southern States - Siler City Service.

- A. On 3/23/2016, the Standards Division conducted inspection #212117 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 6/8/2016, the Standards Division conducted inspection #212470 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 3/23/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 9/13/2016, the Standards Division conducted inspection #212793 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 6/8/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 11/17/2016, the Standards Division conducted inspection #215571 of the propane facility at Country Farm & Home Supply, Inc.. This inspection revealed the item found to be in violation on 9/13/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that Southern States - Siler City Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.3) Separation from building/property lines

- F. On or about 11/18/2016, the Standards Division assessed Southern States - Siler City Service a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Southern States - Siler City Service agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/2/2017.
- H. Breach of any conditions in paragraph (a) above by Southern States - Siler City Service may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Southern States - Siler City Service for such payment. Failure by Southern States - Siler City Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

I.

Southern States - Siler City Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

- J. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of July 2017.

BY CONSENT:

Southern States - Siler City Service
Mr. Keith Stanley
PO Box 493
Siler City, NC 27344

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Keith Stanley
Southern States - Siler City Service
PO Box 493
Siler City, NC 27344

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF NASH

IN THE MATTER OF:)

J.B. ROSE & SONS FARM)

3056 ROSE LOOP RD.)

NASHVILLE, NC 27856)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Stallings Propane.

- A. On 11/5/2014, the Standards Division conducted inspection #43138 of the propane facility at J.B. Rose & Sons Farm. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/15/2014, the Standards Division conducted inspection #43290 of the propane facility at J.B. Rose & Sons Farm. This inspection revealed both of the items found to be in violation on 11/5/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Stallings Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.27.3) Fire safety analysis

(14.3.1) Maintenance procedures

- D. On or about 12/18/2014, the Standards Division assessed Stallings Propane a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Stallings Propane agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/27/2015.
- F. Breach of any conditions in paragraph (a) above by Stallings Propane may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Stallings Propane for such payment. Failure by Stallings Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Stallings Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of January 2015.

BY CONSENT:

Stallings Propane
Mr. Randy Pridgen
605-A East Nash St.
Spring Hope, NC 27882

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Randy Pridgen
Stallings Propane
605-A East Nash St.
Spring Hope, NC 27882

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF JOHNSTON

IN THE MATTER OF:)

3G HOG FARM)

11554-C HWY 96 N)

ZEBULON, NC 27597)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Stallings Bros., Holding (formerly Stalling Propane).

- A. On 1/21/2015, the Standards Division conducted inspection #43410 of the propane facility at 3G Hog Farm. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/2/2015, the Standards Division conducted inspection #43588 of the propane facility at 3G Hog Farm. This inspection revealed the item found to be in violation on 1/21/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Stallings Bros., Holding (formerly Stalling Propane), either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(14.3.1) Maintenance procedures

- D. On or about 3/5/2015, the Standards Division assessed Stallings Bros., Holding (formerly Stalling Propane) a civil penalty of \$450.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Stallings Bros., Holding (formerly Stalling Propane) agrees to pay the sum of \$225.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/8/2015.
- F. Breach of any conditions in paragraph (a) above by Stallings Bros., Holding (formerly Stalling Propane) may render due and payable the entire amount of the \$450.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Stallings Bros., Holding (formerly Stalling Propane) for such payment. Failure by Stallings Bros., Holding (formerly Stalling Propane) to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Stallings Bros., Holding (formerly Stalling Propane) acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of March 2015.

BY CONSENT:

Stallings Bros., Holding (formerly Stalling Propane)
Mr. Zack Stallings
PO Box 40
Middlesex, NC 27557-0040

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Zack Stallings
Stallings Bros., Holding (formerly Stalling Propane)
PO Box 40
Middlesex, NC 27557-0040

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF NASH

IN THE MATTER OF:)

LEONARD RUIZ)

4602 COUNTRY LANE)

ROCKY MOUNT, NC 27803-8326)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Stallings Propane.

- A. On 7/29/2015, the Standards Division conducted inspection #209238 of the propane facility at Leonard Ruiz. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Stallings Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119.58(b) & 02 NCAC 38 .0705) Notify before disconnection

(G.S. 119-56) A person shall not hold himself out or commence operation as a dealer without first having registered as provided in this section.

- C. On or about 7/30/2015, the Standards Division assessed Stallings Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Stallings Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/1/2015.
- E. Breach of any conditions in paragraph (a) above by Stallings Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Stallings Propane for such payment. Failure by Stallings Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Stallings Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of October 2015.

BY CONSENT:

Stallings Propane
Ms. Peggy Pridgen
605-A East Nash St.
Spring Hope, NC 27882

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Peggy Pridgen
Stallings Propane
605-A East Nash St.
Spring Hope, NC 27882

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF FRANKLIN

IN THE MATTER OF:)

STERLING TRANSPORT, INC.)

4364 US HWY 1 SOUTH)

VASS, NC 28394)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sterling Transport, Inc..

- A. On 10/6/2014, the Standards Division conducted inspection #205639 of the propane facility at Sterling Transport, Inc.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Sterling Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
 - (49 CFR 173.315(n)(3)) Remote shutdown present and operational
- C. On or about 10/9/2014, the Standards Division assessed Sterling Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Sterling Transport, Inc. agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/28/2014.
- E. Breach of any conditions in paragraph (a) above by Sterling Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sterling Transport, Inc. for such payment. Failure by Sterling Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Sterling Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 29th day of October 2014.

BY CONSENT:

Sterling Transport, Inc.
Mr. Chris Conrad
PO Box 456
Lakeview, NC 28350

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Chris Conrad
Sterling Transport, Inc.
PO Box 456
Lakeview, NC 28350

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF MOORE

IN THE MATTER OF:)

STERLING TRANSPORT, INC.)

4364 US HWY 1 SOUTH)

VASS, NC 28394)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sterling Transport, Inc..

- A. On 11/19/2014, the Standards Division conducted inspection #208335 of the propane facility at Sterling Transport, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Sterling Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops**
- C. On or about 11/25/2014, the Standards Division assessed Sterling Transport, Inc. a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Sterling Transport, Inc. agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/22/2015.
- E. Breach of any conditions in paragraph (a) above by Sterling Transport, Inc. may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sterling Transport, Inc. for such payment. Failure by Sterling Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Sterling Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 23rd day of December 2014.

BY CONSENT:

Sterling Transport, Inc.
Mr. Chris Conrad
PO Box 456
Lakeview, NC 28350

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Chris Conrad
Sterling Transport, Inc.
PO Box 456
Lakeview, NC 28350

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ANSON

IN THE MATTER OF:)

STERLING TRANSPORT INC.)

249 LAUREL RD)

LEXINGTON, SC 29073)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Sterling Transport, Inc..

- A. On 8/10/2016, the Standards Division conducted inspection #212592 of the propane facility at Sterling Transport INC.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Sterling Transport, Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

- C. On or about 8/11/2016, the Standards Division assessed Sterling Transport, Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Sterling Transport, Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/4/2016.
- E. Breach of any conditions in paragraph (a) above by Sterling Transport, Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Sterling Transport, Inc. for such payment. Failure by Sterling Transport, Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Sterling Transport, Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 4th day of November 2016.

BY CONSENT:

Sterling Transport, Inc.
Mr. Chris Conrad

,

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Chris Conrad
Sterling Transport, Inc.

,

NORTH CAROLINA

CITY OF EDGECOMBE

IN THE MATTER OF:

GREENLEAF NURSERY, INC.

2349 CHINQUAPIN RD

TARBORO, NC 27886

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Stokes & Congleton.

- A. On 2/4/2014, the Standards Division conducted inspection #204200 of the propane facility at Greenleaf Nursery, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/1/2014, the Standards Division conducted inspection #204460 of the propane facility at Greenleaf Nursery, Inc.. This inspection revealed the item found to be in violation on 2/4/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Stokes & Congleton, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 5.2.2.2 & 5.2.3.1) Cylinder in qualification period

- D. On or about 4/4/2014, the Standards Division assessed Stokes & Congleton a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Stokes & Congleton agrees to pay the sum of \$122.51 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/19/2014.
- F. Breach of any conditions in paragraph (a) above by Stokes & Congleton may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Stokes & Congleton for such payment. Failure by Stokes & Congleton to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Stokes & Congleton acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

19th day of September 2014.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "E. Congleton", is written over a horizontal line.

Stokes & Congleton
Mr. Ed Congleton
PO Box 98
Stokes, NC 27884

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PITT

IN THE MATTER OF:)

STOKES & CONGLETON)

2809 NC HWY 903 N)

STOKES, NC 27884)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Stokes & Congleton.

- A. On 2/2/2016, the Standards Division conducted inspection #211987 of the propane facility at Stokes & Congleton. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Stokes & Congleton, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops**
- C. On or about 2/3/2016, the Standards Division assessed Stokes & Congleton a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Stokes & Congleton agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/31/2016.
- E. Breach of any conditions in paragraph (a) above by Stokes & Congleton may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Stokes & Congleton for such payment. Failure by Stokes & Congleton to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Stokes & Congleton acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of March 2016.

BY CONSENT:

Stokes & Congleton
Mr. Jeff Andras
PO Box 98
Stokes, NC 27884

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jeff Andras
Stokes & Congleton
PO Box 98
Stokes, NC 27884

NORTH CAROLINA

COUNTY OF MCDOWELL

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
SUBURBAN PROPANE)
1876 US HWY 70 E)
MARION, NC 28752)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 6/17/2014, the Standards Division conducted inspection #42375 of the propane facility at Suburban Propane. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 10/2/2014, the Standards Division conducted inspection #42962 of the propane facility at Suburban Propane. This inspection revealed both of the items found to be in violation on 6/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 1/6/2015, the Standards Division conducted inspection #43339 of the propane facility at Suburban Propane. This inspection revealed both of the items found to be in violation on 10/2/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.6.1.4) Paint
 - (6.9.3.11) Painted if above ground
- E. On or about 1/9/2015, the Standards Division assessed Suburban Propane a civil penalty of \$1,200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$750.31 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/11/2015.
- G. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$1,200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

12th day of October 2015.

BY CONSENT:

Darren McArdle

Suburban Propane
Mr. Darren McArdle
12 E. Mulvaney St.
Asheville, NC 28803-1404

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
CAROLINA ASPHALT)
622 EAST WESTINGHOUSE BLVD.)
PINEVILLE, NC 28273)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 10/10/2013, the Standards Division conducted inspection #47775 of the propane facility at Carolina Asphalt. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 11/26/2013, the Standards Division conducted inspection #47934 of the propane facility at Carolina Asphalt. This inspection revealed the item found to be in violation on 10/10/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.7.4.1) tank openings

- D. On or about 12/2/2013, the Standards Division assessed Suburban Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$182.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/22/2014.
- F. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 22nd day of April 2014.

BY CONSENT:

Suburban Propane
Mr. David Matthews
1333 Berryhill Rd
Charlotte, NC 28208

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. David Matthews
Suburban Propane
1333 Berryhill Rd
Charlotte, NC 28208

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
CAROLINA BEACH FAMILY)
9641 RIVER ROAD)
WILMINGTON, NC 28412)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 10/28/2013, the Standards Division conducted inspection #47852 of the propane facility at Carolina Beach Family Campground. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/5/2013, the Standards Division conducted inspection #47966 of the propane facility at Carolina Beach Family Campground. This inspection revealed the item found to be in violation on 10/28/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.3) base and level

- D. On or about 12/11/2013, the Standards Division assessed Suburban Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/2/2014.
- F. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of March 2014.

BY CONSENT:

Suburban Propane
Taylor Ross
4692 Hwy 17 Bypass S
Myrtle Beach, SC

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Taylor Ross
Suburban Propane
4692 Hwy 17 Bypass S
Myrtle Beach, SC

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
BAME ACE HARDWARE)
1021-A N. LAKE PARK BLVD.)
CAROLINA BEACH, NC 28428)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 8/28/2013, the Standards Division conducted inspection #47617 of the propane facility at Bame Ace Hardware. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/6/2014, the Standards Division conducted inspection #48621 of the propane facility at Bame Ace Hardware. This inspection revealed the item found to be in violation on 8/28/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.5.3, 6.24.3.2) 25 feet from buildings, openings, pits, property lines, railroad tracks

- D. On or about 5/9/2014, the Standards Division assessed Suburban Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/17/2014.
- F. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of July 2014.

BY CONSENT:

Suburban Propane
Mr. Taylor Ross
430 Landmark Dr.
Wilmington, NC 28412

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Taylor Ross
Suburban Propane
430 Landmark Dr.
Wilmington, NC 28412

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
DAVCO ROOFING AND SHEET METAL)
4408 NORTHPOINTE INDUSTRIAL BLVD)
CHARLOTTE, NC 28216)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 2/5/2014, the Standards Division conducted inspection #48175 of the propane facility at DAVCO Roofing and Sheet Metal. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 6/10/2014, the Standards Division conducted inspection #48755 of the propane facility at DAVCO Roofing and Sheet Metal. This inspection revealed the item found to be in violation on 2/5/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.8) Liquid withdrawal valve, remote and thermal operation

- D. On or about 6/13/2014, the Standards Division assessed Suburban Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/11/2014.
- F. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 12th day of August 2014.

BY CONSENT:

Suburban Propane
Mr. David Matthews
1333 Berryhill Rd
Charlotte, NC 28208

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. David Matthews
Suburban Propane
1333 Berryhill Rd
Charlotte, NC 28208

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DAVIE

IN THE MATTER OF:)

MIDWAY CAMPGROUND & RV RESORT)

114 MIDWAY DRIVE)

STATESVILLE, NC 28625)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 5/28/2014, the Standards Division conducted inspection #48698 of the propane facility at Midway Campground & RV Resort. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/17/2014, the Standards Division conducted inspection #49144 of the propane facility at Midway Campground & RV Resort. This inspection revealed the item found to be in violation on 5/28/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 12/2/2014, the Standards Division conducted inspection #49422 of the propane facility at Midway Campground & RV Resort. This inspection revealed the item found to be in violation on 9/17/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.9) Liquid withdrawal valve remote: location, identified, accessible

- E. On or about 12/5/2014, the Standards Division assessed Suburban Propane a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/1/2015.
- G. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of January 2015.

BY CONSENT:

Suburban Propane
Mr. David Matthews
1333 Berryhill Rd
Charlotte, NC 28208

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. David Matthews
Suburban Propane
1333 Berryhill Rd
Charlotte, NC 28208

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
TED'S EXXON, INC.)
1115 S. COLLEGE RD.)
WILMINGTON, NC 28403)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 8/20/2014, the Standards Division conducted inspection #49049 of the propane facility at Ted's Exxon, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 12/16/2014, the Standards Division conducted inspection #49501 of the propane facility at Ted's Exxon, Inc.. This inspection revealed the item found to be in violation on 8/20/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.3.1) 10 feet / 25 feet from buildings and property lines

(7.2.3.2) Internal combustion engines within 15 ft must be shut off.

(6.4.5.1 & 6.4.5.2) Structures enclosing tank must be specifically approved, supported by a fire protection analysis.

- D. On or about 12/19/2014, the Standards Division assessed Suburban Propane a civil penalty of \$900.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$450.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/4/2015.
- F. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$900.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of February 2015.

BY CONSENT:

Suburban Propane
Mr. Taylor Ross
430 Landmark Dr.
Wilmington, NC 28412

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Taylor Ross
Suburban Propane
430 Landmark Dr.
Wilmington, NC 28412

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CABARRUS

IN THE MATTER OF:)

HICKORY GROVE TRUE VALUE)

775 CONCORD PARKWAY NORTH)

CONCORD, NC 28027)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 2/11/2016, the Standards Division conducted inspection #51235 of the propane facility at Hickory Grove True Value Hardware. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/22/2016, the Standards Division conducted inspection #51429 of the propane facility at Hickory Grove True Value Hardware. This inspection revealed the item found to be in violation on 2/11/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/28/2016, the Standards Division conducted inspection #51630 of the propane facility at Hickory Grove True Value Hardware. This inspection revealed the item found to be in violation on 3/22/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.8) Liquid withdrawal valve, remote and thermal operation

- E. On or about 4/29/2016, the Standards Division assessed Suburban Propane a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$132.87 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/7/2017.
- G. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 7th day of November 2017.

BY CONSENT:

Suburban Propane
Ms. Tracey Provenzano
1333 Berryhill Rd
Charlotte, NC 28208

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Tracey Provenzano
Suburban Propane
1333 Berryhill Rd
Charlotte, NC 28208

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:

U-HAUL COMPANY OF RALEIGH

2422 NEW RALEIGH HWY

DURHAM, NC 27703

SETTLEMENT AGREEMENT

Money Order Waste Union

17-578575144

\$ 250.00

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 2/6/2017, the Standards Division conducted inspection #52768 of the propane facility at U-Haul Company of Raleigh. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 3/20/2017, the Standards Division conducted inspection #52902 of the propane facility at U-Haul Company of Raleigh. This inspection revealed four of the items found to be in violation on 2/6/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/27/2017, the Standards Division conducted inspection #53059 of the propane facility at U-Haul Company of Raleigh. This inspection revealed three of the items found to be in violation on 3/20/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.8.1.2, 6.27.3.13 (eff. 2014)) protection from vehicles

(6.27.4.2, 6.27.4.1) breakaway, hose length for vehicle disp.

(6.8.4.5) Steel supports for vertical tanks shall be protected from fire and maintained as such.

- E. On or about 5/2/2017, the Standards Division assessed Suburban Propane a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this

This is the 25th day of May 2017.

BY CONSENT:



Suburban Propane
Mr. Bob Leene
600-A S. Main St.
Rolesville, NC 27571



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ROBESON

IN THE MATTER OF:)

COLLINS & SONS MILLING CO.)

4033 OLD RED SPRINGS RD.)

MAXTON, NC 28364)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane .

- A. On 8/6/2018, the Standards Division conducted inspection #54615 of the propane facility at Collins & Sons Milling Co.. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Suburban Propane , either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.11.3.10, 6.11.3.11, 6.8.1.2) supported, protected and painted
 - (GS 81A-29, NIST 44 1.10 G-UR.4.5) Other meter seal proper & intact
- C. On or about 8/7/2018, the Standards Division assessed Suburban Propane a civil penalty of \$750.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$375.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/27/2018.
- E. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$750.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 28th day of August 2018.

BY CONSENT:

Suburban Propane
Mr. Charlie McCormick
PO Box 587
Hope Mills, NC 28348

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Charlie McCormick
Suburban Propane
PO Box 587
Hope Mills, NC 28348

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PENDER

IN THE MATTER OF:)

LL BUILDING PRODUCTS)

295 MCKOY RD)

BURGAW, NC 28425)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 3/11/2014, the Standards Division conducted inspection #204399 of the propane facility at LL Building Products. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/14/2014, the Standards Division conducted inspection #204527 of the propane facility at LL Building Products. This inspection revealed both of the items found to be in violation on 3/11/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.6.1.4) Paint condition

(6.7.2.4) Relief valve cover

- D. On or about 4/17/2014, the Standards Division assessed Suburban Propane a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/12/2014.
- F. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of May 2014.

BY CONSENT:

Suburban Propane
Mr. Taylor Ross
430 Landmark Dr.
Wilmington, NC 28412

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Taylor Ross
Suburban Propane
430 Landmark Dr.
Wilmington, NC 28412

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
CAROLINA BEACH FAMILY)
9641 RIVER ROAD)
WILMINGTON, NC 28412)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 6/2/2016, the Standards Division conducted inspection #51770 of the propane facility at Carolina Beach Family Campground. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 7/6/2016, the Standards Division conducted inspection #51892 of the propane facility at Carolina Beach Family Campground. This inspection revealed both of the items found to be in violation on 6/2/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 8/11/2016, the Standards Division conducted inspection #52072 of the propane facility at Carolina Beach Family Campground. This inspection revealed both of the items found to be in violation on 7/6/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.18.2.3 & 6.25.3.17) remote control switch
 - (6.6.1.2) protection from vehicles
- E. On or about 8/12/2016, the Standards Division assessed Suburban Propane a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$258.72 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 12/1/2017.
- G. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 1st day of November 2017.

BY CONSENT:

Suburban Propane
Ms. Christy Dyson
4692 Hwy 17 Bypass South
Myrtle Beach, SC 29588

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Christy Dyson
Suburban Propane
4692 Hwy 17 Bypass South
Myrtle Beach, SC 29588

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
HARDEE'S)
5601 CASTLE HAYNE RD.)
CASTLE HAYNE, NC 28492)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Suburban Propane.

- A. On 7/10/2013, the Standards Division conducted inspection #200376 of the propane facility at Hardee's. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/21/2013, the Standards Division conducted inspection #200531 of the propane facility at Hardee's. This inspection revealed both of the items found to be in violation on 7/10/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Suburban Propane, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.2.1 & 6.6.3.1) Firm foundation/contact with soil

(NFPA 58 6.6.1.2 & 6.6.6.1(B&E)) Protection from impact by vehicles

(6.4.5.2) Weeds and combustible material shall be at least 10 feet from containers.

- D. On or about 8/27/2013, the Standards Division assessed Suburban Propane a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Suburban Propane agrees to pay the sum of \$185.03 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/2/2014.
- F. Breach of any conditions in paragraph (a) above by Suburban Propane may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Suburban Propane for such payment. Failure by Suburban Propane to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Suburban Propane acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 3rd day of March 2014.

BY CONSENT:

Suburban Propane
Taylor Ross
4692 Hwy 17 Bypass S
Myrtle Beach, SC

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Taylor Ross
Suburban Propane
4692 Hwy 17 Bypass S
Myrtle Beach, SC

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF LENOIR

IN THE MATTER OF:)

THE COUNTRY STORE)

1561 HWY 58 SOUTH)

KINSTON, NC 28504)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and The Country Store.

- A. On 3/27/2013, the Standards Division conducted inspection #46920 of the propane facility at The Country Store. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that The Country Store, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license displayed
- C. On or about 4/3/2013, the Standards Division assessed The Country Store a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. The Country Store agrees to pay the sum of \$130.61 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 7/12/2014.
- E. Breach of any conditions in paragraph (a) above by The Country Store may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to The Country Store for such payment. Failure by The Country Store to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. The Country Store acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 12th day of June 2014.

BY CONSENT:

The Country Store
Jr. Hardison
1561 Hwy 58 South
Kinston, NC 28504

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Jr. Hardison
The Country Store
1561 Hwy 58 South
Kinston, NC 28504

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CABARRUS

IN THE MATTER OF:)

LAY OF THE LAND)

3901 NC HWY 73 E.)

CONCORD, NC 28025)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Thomas Gas Company.

- A. On 1/28/2014, the Standards Division conducted inspection #48145 of the propane facility at Lay of the Land. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/15/2014, the Standards Division conducted inspection #48523 of the propane facility at Lay of the Land. This inspection revealed the item found to be in violation on 1/28/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Thomas Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

- D. On or about 4/21/2014, the Standards Division assessed Thomas Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Thomas Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/4/2014.
- F. Breach of any conditions in paragraph (a) above by Thomas Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Thomas Gas Company for such payment. Failure by Thomas Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Thomas Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of May 2014.

BY CONSENT:

Thomas Gas Company
Mr. Michael Furr
2272 Armentrout Dr.
Concord, NC 28025

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Michael Furr
Thomas Gas Company
2272 Armentrout Dr.
Concord, NC 28025

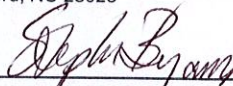
- A. On 1/28/2014, the Standards Division conducted inspection #48145 of the propane facility at Lay of the Land. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/15/2014, the Standards Division conducted inspection #48523 of the propane facility at Lay of the Land. This inspection revealed the item found to be in violation on 1/28/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Thomas Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
- (6.14.1) leak free
- D. On or about 4/21/2014, the Standards Division assessed Thomas Gas Company a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
- a. Thomas Gas Company agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/4/2014.
- F. Breach of any conditions in paragraph (a) above by Thomas Gas Company may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Thomas Gas Company for such payment. Failure by Thomas Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Thomas Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of May 2014.

BY CONSENT:



Thomas Gas Company
Mr. Michael Furr
2272 Armentrout Dr.
Concord, NC 28025



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CABARRUS

IN THE MATTER OF:)
ONE STOP, INC.)
5661 HIGHWAY 601 S.)
CONCORD, NC 28025)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Thomas Gas Company.

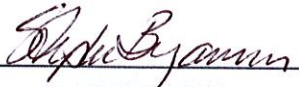
- A. On 3/23/2016, the Standards Division conducted inspection #51449 of the propane facility at One Stop, Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/28/2016, the Standards Division conducted inspection #51628 of the propane facility at One Stop, Inc.. This inspection revealed the item found to be in violation on 3/23/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 6/23/2016, the Standards Division conducted inspection #51851 of the propane facility at One Stop, Inc.. This inspection revealed the item found to be in violation on 4/28/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Thomas Gas Company, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.14.1) leak free
- E. On or about 6/24/2016, the Standards Division assessed Thomas Gas Company a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Thomas Gas Company agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/9/2016.
- G. Breach of any conditions in paragraph (a) above by Thomas Gas Company may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Thomas Gas Company for such payment. Failure by Thomas Gas Company to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Thomas Gas Company acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 10th day of August 2016.

BY CONSENT:



Thomas Gas Company
Mr. Michael Furr
2272 Armentrout Dr.
Concord, NC 28025



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CHEROKEE

IN THE MATTER OF:)
PEACHTREE FARM AND HOME SUPPLY)
1851 NC HWY 141)
MURPHY, NC 28906)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Thompson Gas - Smokies, LLC.

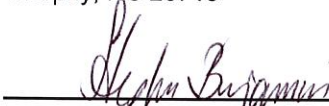
- A. On 7/17/2013, the Standards Division conducted inspection #47402 of the propane facility at Peachtree Farm and Home Supply Inc. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 3/12/2014, the Standards Division conducted inspection #48356 of the propane facility at Peachtree Farm and Home Supply Inc. This inspection revealed both of the items found to be in violation on 7/17/2013 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Thompson Gas - Smokies, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (6.14.1) leak free
 - (6.24.4.2) breakaway for vehicle disp.
- D. On or about 3/18/2014, the Standards Division assessed Thompson Gas - Smokies, LLC a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Thompson Gas - Smokies, LLC agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/8/2014.
- F. Breach of any conditions in paragraph (a) above by Thompson Gas - Smokies, LLC may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Thompson Gas - Smokies, LLC for such payment. Failure by Thompson Gas - Smokies, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Thompson Gas - Smokies, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 8th day of April 2014.

BY CONSENT:

 4-14-14

Thompson Gas - Smokies, LLC
Mr. Robert McKim
439 Family Church Rd.
Murphy, NC 28713



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAYNE

IN THE MATTER OF:)

DOWNES AUTO PARTS)

1808 US HWY 117 S)

GOLDSBORO, NC 27530-8590)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and ThompsonGas, LLC.

- A. On 10/25/2016, the Standards Division conducted inspection #52404 of the propane facility at Downes Auto Parts. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 11/28/2016, the Standards Division conducted inspection #52508 of the propane facility at Downes Auto Parts. This inspection revealed the item found to be in violation on 10/25/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 4/20/2017, the Standards Division conducted inspection #53022 of the propane facility at Downes Auto Parts. This inspection revealed the item found to be in violation on 11/28/2016 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that ThompsonGas, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.3.5) piping at hose connection (or differential valve)

- E. On or about 4/21/2017, the Standards Division assessed ThompsonGas, LLC a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. ThompsonGas, LLC agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/10/2017.
- G. Breach of any conditions in paragraph (a) above by ThompsonGas, LLC may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to ThompsonGas, LLC for such payment. Failure by ThompsonGas, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. ThompsonGas, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 11th day of May 2017.

BY CONSENT:

ThompsonGas, LLC
Mr. Charles King
PO Box 69
Kenly, NC 27542

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Charles King
ThompsonGas, LLC
PO Box 69
Kenly, NC 27542

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)

CARROLL'S TIRE & AUTO CENTER)

404 N. MAIN ST.)

HOLLY SPRINGS, NC 27540)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and ThompsonGas, LLC.

- A. On 3/9/2017, the Standards Division conducted inspection #52871 of the propane facility at Carroll's Tire & Auto Center. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/11/2017, the Standards Division conducted inspection #52970 of the propane facility at Carroll's Tire & Auto Center. This inspection revealed both of the items found to be in violation on 3/9/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/15/2017, the Standards Division conducted inspection #53109 of the propane facility at Carroll's Tire & Auto Center. This inspection revealed both of the items found to be in violation on 4/11/2017 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that ThompsonGas, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.15, 6.27.3.6) Hydrostatic Relief Valves

(6.27.4.2, 6.27.4.1) breakaway, hose length for vehicle disp.

- E. On or about 5/16/2017, the Standards Division assessed ThompsonGas, LLC a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. ThompsonGas, LLC agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/5/2017.
- G. Breach of any conditions in paragraph (a) above by ThompsonGas, LLC may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to ThompsonGas, LLC for such payment. Failure by ThompsonGas, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. ThompsonGas, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 5th day of September 2017.

BY CONSENT:

ThompsonGas, LLC
Ms. Kelsey Durham
824 E Williams St.
Apex, NC 27502

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Ms. Kelsey Durham
ThompsonGas, LLC
824 E Williams St.
Apex, NC 27502

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WAKE

IN THE MATTER OF:)
THOMPSON GAS - SMOKIES, LLC)
824 E WILLIAMS ST.)
APEX, NC 27502)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Thompson Gas - Smokies, LLC.

- A. On 3/9/2017, the Standards Division conducted inspection #52868 of the propane facility at Thompson Gas - Smokies, LLC. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 4/11/2017, the Standards Division conducted inspection #52971 of the propane facility at Thompson Gas - Smokies, LLC. This inspection revealed the item found to be in violation on 3/9/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/15/2017, the Standards Division conducted inspection #53110 of the propane facility at Thompson Gas - Smokies, LLC. This inspection revealed the item found to be in violation on 4/11/2017 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Thompson Gas - Smokies, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.27.4.2, 6.27.4.1) breakaway, hose length for vehicle disp.

(6.27.4.1(1) Hose length shall not exceed 18 ft unless approved by AHJ.

- E. On or about 5/16/2017, the Standards Division assessed Thompson Gas - Smokies, LLC a civil penalty of \$400.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Thompson Gas - Smokies, LLC agrees to pay the sum of \$200.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/5/2017.
- G. Breach of any conditions in paragraph (a) above by Thompson Gas - Smokies, LLC may render due and payable the entire amount of the \$400.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Thompson Gas - Smokies, LLC for such payment. Failure by Thompson Gas - Smokies, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Thompson Gas - Smokies, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

\$200

nis is the 5th day of September 2017.

BY CONSENT:

Thompson Gas - Smokies, LLC
Ms. Kelsey Durham
824 E Williams St.
Apex, NC 27502

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

COUNTY OF WILKES

IN THE MATTER OF:

KNOTVILLE VOL. FIRE DEPT.

HYW. 268 EAST

NORTH WILKESBORO, NC 28659

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Thompson Gas - Smokies, LLC.

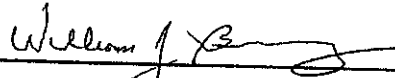
- A. On 8/6/2013, the Standards Division conducted inspection #200453 of the propane facility at Knotville Vol. Fire Dept.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/10/2013, the Standards Division conducted inspection #201304 of the propane facility at Knotville Vol. Fire Dept.. This inspection revealed the item found to be in violation on 8/6/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Thompson Gas - Smokies, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(N.C.G.S. § 119.58) Supplier/owner identified

- D. On or about 10/16/2013, the Standards Division assessed Thompson Gas - Smokies, LLC a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Thompson Gas - Smokies, LLC agrees to pay the sum of \$122.50 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/8/2014.
- F. Breach of any conditions in paragraph (a) above by Thompson Gas - Smokies, LLC may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Thompson Gas - Smokies, LLC for such payment. Failure by Thompson Gas - Smokies, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Thompson Gas - Smokies, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 8th day of April 2014.

BY CONSENT:



Thompson Gas - Smokies, LLC
Mr. William Benninger
PO Box 1508
North Wilkesboro, NC 28659



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WILKES

IN THE MATTER OF:)
LIVESTOCK BARN)
STATESVILLE RD.)
NORTH WILKESBORO, NC 28259)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Thompson Gas - Smokies, LLC.

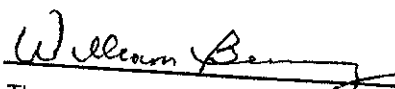
- A. On 7/2/2013, the Standards Division conducted inspection #200345 of the propane facility at Livestock Barn. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 10/10/2013, the Standards Division conducted inspection #201306 of the propane facility at Livestock Barn. This inspection revealed the item found to be in violation on 7/2/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Thompson Gas - Smokies, LLC, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.2 & 6.6.6.1(B&E)) Protection from impact by vehicles

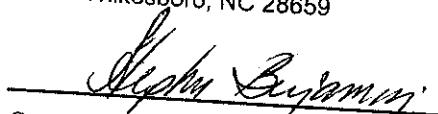
- D. On or about 10/16/2013, the Standards Division assessed Thompson Gas - Smokies, LLC a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Thompson Gas - Smokies, LLC agrees to pay the sum of \$183.77 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/8/2014.
- F. Breach of any conditions in paragraph (a) above by Thompson Gas - Smokies, LLC may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Thompson Gas - Smokies, LLC for such payment. Failure by Thompson Gas - Smokies, LLC to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Thompson Gas - Smokies, LLC acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 8th day of April 2014.

BY CONSENT:



Thompson Gas - Smokies, LLC
Mr. William Benninger
PO Box 1508
North Wilkesboro, NC 28659



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF PITT

IN THE MATTER OF:)

THRIFTY MART)

213 E WASHINGTON ST)

BETHEL, NC 27812)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Thrifty Mart.

- A. On 7/16/2014, the Standards Division conducted inspection #48900 of the propane facility at Thrifty Mart. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Thrifty Mart, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

- C. On or about 7/22/2014, the Standards Division assessed Thrifty Mart a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Thrifty Mart agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/24/2014.
- E. Breach of any conditions in paragraph (a) above by Thrifty Mart may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Thrifty Mart for such payment. Failure by Thrifty Mart to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Thrifty Mart acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 25th day of July 2014.

BY CONSENT:

Thrifty Mart
Mr. Mohammed Hatu
PO Box 969
Bethel, NC 27812

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Mohammed Hatu
Thrifty Mart
PO Box 969
Bethel, NC 27812

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF LENOIR

IN THE MATTER OF:)

TIDEWATER TRANSIT CO., INC.)

6174 US HWY 70 W)

KINSTON, NC 28502)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Tidewater Transit Co., Inc..

- A. On 1/14/2015, the Standards Division conducted inspection #208495 of the propane facility at Tidewater Transit Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Tidewater Transit Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(9.4.8) Parked with wheel stops

- C. On or about 1/20/2015, the Standards Division assessed Tidewater Transit Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Tidewater Transit Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 3/22/2015.
- E. Breach of any conditions in paragraph (a) above by Tidewater Transit Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Tidewater Transit Co., Inc. for such payment. Failure by Tidewater Transit Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Tidewater Transit Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 20th day of February 2015.

BY CONSENT:

Tidewater Transit Co., Inc.
Mr. David Edgerton
PO Box 189
Kinston, NC 28502

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. David Edgerton
Tidewater Transit Co., Inc.
PO Box 189
Kinston, NC 28502

STATE OF NORTH CAROLINA

COUNTY OF SAMPSON

IN THE MATTER OF:

PLAINVEIW HUB FARM

545 HARGROVE ROAD

CLINTON, NC 28328-7993

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Tidewater Energy.

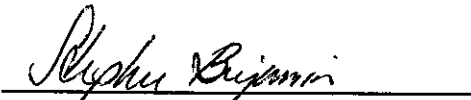
- A. On 2/8/2018, the Standards Division conducted inspection #218795 of the propane facility at Plainveiw Hub Farm . This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Tidewater Energy, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (4.3.1) Site has proper approval
- C. On or about 2/9/2018, the Standards Division assessed Tidewater Energy a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Tidewater Energy agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/16/2018.
- E. Breach of any conditions in paragraph (a) above by Tidewater Energy may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Tidewater Energy for such payment. Failure by Tidewater Energy to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Tidewater Energy acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 16th day of April 2018.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Windell Whitman", written over a horizontal line.

Tidewater Energy
Windell Whitman
PO Box 189
Calypso, NC 28578-0296

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

OF NORTH CAROLINA

COUNTY OF CRAVEN

IN THE MATTER OF:

TIDEWATER TRANSIT CO., INC.

6174 US HWY 70 W

KINSTON, NC 28502

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Tidewater Transit Co., Inc..

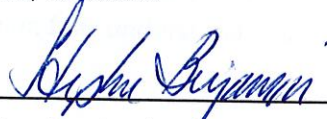
- A. On 2/28/2018, the Standards Division conducted inspection #218862 of the propane facility at Tidewater Transit Co., Inc.. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Tidewater Transit Co., Inc., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (9.4.8) Parked with wheel stops
- C. On or about 3/1/2018, the Standards Division assessed Tidewater Transit Co., Inc. a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Tidewater Transit Co., Inc. agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/9/2018.
- E. Breach of any conditions in paragraph (a) above by Tidewater Transit Co., Inc. may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Tidewater Transit Co., Inc. for such payment. Failure by Tidewater Transit Co., Inc. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Tidewater Transit Co., Inc. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 10th day of May 2018.

BY CONSENT:

A handwritten signature in black ink, reading "David Edgerton", written over a horizontal line.

Tidewater Transit Co., Inc.
Mr. David Edgerton
PO Box 189
Kinston, NC 28502

A handwritten signature in blue ink, reading "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF NASH

IN THE MATTER OF:

TNT FARMS

11061 EDWARDS RD.

SPRING HOPE, NC 27882

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and TNT Farms.


- A. On 4/20/2016, the Standards Division conducted inspection #45260 of the propane facility at TNT Farms. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. On 6/28/2016, the Standards Division conducted inspection #45455 of the propane facility at TNT Farms. This inspection revealed all of the items found to be in violation on 4/20/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 8/24/2016, the Standards Division conducted inspection #45661 of the propane facility at TNT Farms. This inspection revealed all of the items found to be in violation on 6/28/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. On 12/7/2016, the Standards Division conducted inspection #46019 of the propane facility at TNT Farms. This inspection revealed all of the items found to be in violation on 8/24/2016 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- E. As a result of its inspection, the Standards Division alleges that TNT Farms, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.7.4.4) Pressure gauge
 - (6.6.1.4) Paint
 - (6.9.3.11) Painted if above ground
- F. On or about 12/8/2016, the Standards Division assessed TNT Farms a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- G. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. TNT Farms agrees to pay the sum of \$372.60 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 10/6/2017.
- H. Breach of any conditions in paragraph (a) above by TNT Farms may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to TNT Farms for such payment. Failure by TNT Farms to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

I.

This is the 6th day of September 2017.

BY CONSENT:

TNT Farms
Mr. Timmy Mills
11061 Edwards Road
Spring Hope, NC 27882



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

CITY OF WAKE

IN THE MATTER OF:)
NCDOT GEOTECHNICAL UNIT FIELD)
3301 JONES SAUSAGE ROAD)
GARNER, NC 27529-7281)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and T.R. Lee Oil Co., Inc..

- A. On 4/13/2015, the Standards Division conducted inspection #208819 of the propane facility at NCDOT Geotechnical Unit Field Office. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 5/18/2015, the Standards Division conducted inspection #209081 of the propane facility at NCDOT Geotechnical Unit Field Office. This inspection revealed the item found to be in violation on 4/13/2015 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that NCDOT Geotechnical Unit Field Office, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(5.2.2.2 & 5.2.3.1) Cylinder in qualification period

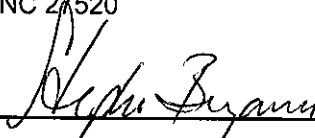
- D. On or about 5/21/2015, the Standards Division assessed NCDOT Geotechnical Unit Field Office a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. NCDOT Geotechnical Unit Field Office agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/27/2015.
- F. Breach of any conditions in paragraph (a) above by NCDOT Geotechnical Unit Field Office may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to NCDOT Geotechnical Unit Field Office for such payment. Failure by NCDOT Geotechnical Unit Field Office to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. NCDOT Geotechnical Unit Field Office acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

.. day of May 2015.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Fred Lee", written over a horizontal line.

T.R. Lee Oil Co., Inc.
Mr. Fred Lee
400 W Main St.
Clayton, NC 27520

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)

ROHO'S VENTURES)

413 N MAIN ST)

RANDLEMAN, NC 27317)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Triad Propane Gas Co..

- A. On 11/25/2013, the Standards Division conducted inspection #47930 of the propane facility at RoHo's Ventures. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/10/2014, the Standards Division conducted inspection #48201 of the propane facility at RoHo's Ventures. This inspection revealed the item found to be in violation on 11/25/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 5/22/2014, the Standards Division conducted inspection #48682 of the propane facility at RoHo's Ventures. This inspection revealed the item found to be in violation on 2/10/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that Triad Propane Gas Co., either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.14.1) leak free

- E. On or about 5/28/2014, the Standards Division assessed Triad Propane Gas Co. a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Triad Propane Gas Co. agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 9/14/2014.
- G. Breach of any conditions in paragraph (a) above by Triad Propane Gas Co. may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Triad Propane Gas Co. for such payment. Failure by Triad Propane Gas Co. to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. Triad Propane Gas Co. acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 15th day of August 2014.

BY CONSENT:

Triad Propane Gas Co.
Mr. Herbert Cox
4406 N. Fayetteville St.
Asheboro, NC 27203

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Herbert Cox
Triad Propane Gas Co.
4406 N. Fayetteville St.
Asheboro, NC 27203

STATE OF NORTH CAROLINA

COUNTY OF EDGECOMBE

IN THE MATTER OF:)

TRIANGLE GRILL AND MARKET)

4054 NC HWY 42 W)

PINETOPS, NC 27864)

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Triangle Grill and Market.

- A. On 4/20/2015, the Standards Division conducted inspection #50012 of the propane facility at Triangle Grill and Market. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Triangle Grill and Market, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
 - (02 NCAC 38 .0401(6)) Signs showing rates when flat fee charged.
- C. On or about 4/23/2015, the Standards Division assessed Triangle Grill and Market a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Triangle Grill and Market agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/4/2015.
- E. Breach of any conditions in paragraph (a) above by Triangle Grill and Market may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Triangle Grill and Market for such payment. Failure by Triangle Grill and Market to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Triangle Grill and Market acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

N

This is the 5th day of May 2015.

BY CONSENT:

Narasimha Somayaji

5/27/2015

Triangle Grill and Market
Mr. Narasimha Somayaji
102 Market Drive
Tarboro, NC 27886

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF EDGECOMBE

IN THE MATTER OF:)

TRIANGLE GRILL AND MARKET)

4054 NC HWY 42 W)

PINETOPS, NC 27864)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Triangle Station & Grill.

A. On 4/28/2016, the Standards Division conducted inspection #51631 of the propane facility at Triangle Grill and Market. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*.

B. As a result of its inspection, the Standards Division alleges that Triangle Station & Grill, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

C. On or about 4/29/2016, the Standards Division assessed Triangle Station & Grill a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.

D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:

a. Triangle Station & Grill agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 6/1/2016.

E. Breach of any conditions in paragraph (a) above by Triangle Station & Grill may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Triangle Station & Grill for such payment. Failure by Triangle Station & Grill to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.

F. Triangle Station & Grill acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and

G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 2nd day of May 2016.

BY CONSENT:

Triangle Station & Grill
Mr. Narasimha Somayaji
4054 NC Hwy 42 W.
Pinetops, NC 27864

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Narasimha Somayaji
Triangle Station & Grill
4054 NC Hwy 42 W.
Pinetops, NC 27864

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CUMBERLAND

IN THE MATTER OF:)

U-HAUL MOVING & STORAGE OF)

2346 GILLESPIE STREET)

FAYETTEVILLE, NC 28306-3026)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and U-Haul Moving & Storage of Fayetteville at Coliseum.

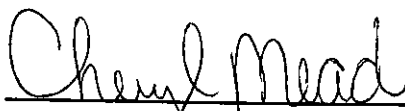
- A. On 6/29/2016, the Standards Division conducted inspection #51869 of the propane facility at U-Haul Moving & Storage of Fayetteville at Coliseum. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that U-Haul Moving & Storage of Fayetteville at Coliseum, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current

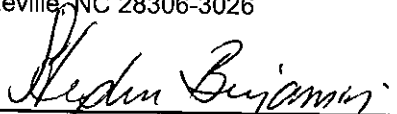
- C. On or about 6/30/2016, the Standards Division assessed U-Haul Moving & Storage of Fayetteville at Coliseum a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. U-Haul Moving & Storage of Fayetteville at Coliseum agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/14/2016.
- E. Breach of any conditions in paragraph (a) above by U-Haul Moving & Storage of Fayetteville at Coliseum may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to U-Haul Moving & Storage of Fayetteville at Coliseum for such payment. Failure by U-Haul Moving & Storage of Fayetteville at Coliseum to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. U-Haul Moving & Storage of Fayetteville at Coliseum acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

his is the 15th day of July 2016.

BY CONSENT:



U-Haul Moving & Storage of Fayetteville at Coliseum
Mrs Tinessa Edwards
2346 Gillespie Street
Fayetteville, NC 28306-3026



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)

NC ZOOLOGICAL PARK)

4401 ZOO PKWY)

ASHEBORO, NC 27205)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and VanDerveer Gas Service.

- A. On 7/8/2013, the Standards Division conducted inspection #200357 of the propane facility at NC Zoological Park. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/20/2013, the Standards Division conducted inspection #200521 of the propane facility at NC Zoological Park. This inspection revealed the item found to be in violation on 7/8/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 11/21/2013, the Standards Division conducted inspection #204080 of the propane facility at NC Zoological Park. This inspection revealed the item found to be in violation on 8/20/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that VanDerveer Gas Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.4) Paint condition

- E. On or about 11/27/2013, the Standards Division assessed VanDerveer Gas Service a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. VanDerveer Gas Service agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/8/2014.
- G. Breach of any conditions in paragraph (a) above by VanDerveer Gas Service may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to VanDerveer Gas Service for such payment. Failure by VanDerveer Gas Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. VanDerveer Gas Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of January 2014.

BY CONSENT:

VanDerveer Gas Service
Mr. Jimmy Christopher
PO Box 1069
Biscoe, NC 27209

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jimmy Christopher
VanDerveer Gas Service
PO Box 1069
Biscoe, NC 27209

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF RANDOLPH

IN THE MATTER OF:)

NC ZOOLOGICAL PARK)

4401 ZOO PKWY)

ASHEBORO, NC 27205)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and VanDerveer Gas Service.

- A. On 7/8/2013, the Standards Division conducted inspection #200356 of the propane facility at NC Zoological Park. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 8/20/2013, the Standards Division conducted inspection #200518 of the propane facility at NC Zoological Park. This inspection revealed the item found to be in violation on 7/8/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. On 11/21/2013, the Standards Division conducted inspection #204081 of the propane facility at NC Zoological Park. This inspection revealed the item found to be in violation on 8/20/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- D. As a result of its inspection, the Standards Division alleges that VanDerveer Gas Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.6.1.4) Paint condition

- E. On or about 11/27/2013, the Standards Division assessed VanDerveer Gas Service a civil penalty of \$600.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- F. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. VanDerveer Gas Service agrees to pay the sum of \$300.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 2/8/2014.
- G. Breach of any conditions in paragraph (a) above by VanDerveer Gas Service may render due and payable the entire amount of the \$600.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to VanDerveer Gas Service for such payment. Failure by VanDerveer Gas Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- H. VanDerveer Gas Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- I. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 9th day of January 2014.

BY CONSENT:

VanDerveer Gas Service
Mr. Jimmy Christopher
PO Box 1069
Biscoe, NC 27209

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Jimmy Christopher
VanDerveer Gas Service
PO Box 1069
Biscoe, NC 27209

NORTH CAROLINA

COUNTY OF BRUNSWICK

IN THE MATTER OF:

WACCAMAW MINI MART

5204 WHITEVILLE RD. NW

ASH, NC 28420

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Waccamaw Mini Mart.

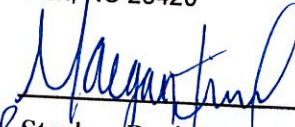
- A. On 12/15/2014, the Standards Division conducted inspection #49494 of the propane facility at Waccamaw Mini Mart. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Waccamaw Mini Mart, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 12/18/2014, the Standards Division assessed Waccamaw Mini Mart a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Waccamaw Mini Mart agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/17/2015.
- E. Breach of any conditions in paragraph (a) above by Waccamaw Mini Mart may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Waccamaw Mini Mart for such payment. Failure by Waccamaw Mini Mart to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Waccamaw Mini Mart acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

the 18th day of December 2014.

BY CONSENT:

Waccamaw Mini Mart
Mr. Charles Milliken
5204 Whiteville Rd. NW
Ash, NC 28420

 1/20/15
For Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF WATAUGA

IN THE MATTER OF:)

WATERWHEEL RV PARK)

1655 NC HWY 194 N.)

BOONE, NC 28607)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Waterwheel RV Park.

- A. On 1/10/2018, the Standards Division conducted inspection #53877 of the propane facility at Waterwheel RV Park. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Waterwheel RV Park, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license current
- C. On or about 1/11/2018, the Standards Division assessed Waterwheel RV Park a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Waterwheel RV Park agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/5/2018.
- E. Breach of any conditions in paragraph (a) above by Waterwheel RV Park may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Waterwheel RV Park for such payment. Failure by Waterwheel RV Park to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Waterwheel RV Park acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 6th day of March 2018.

BY CONSENT:

Waterwheel RV Park
Mr John Salmi
1655 NC Hwy 194 N.
Boone, NC 28607

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr John Salmi
Waterwheel RV Park
1655 NC Hwy 194 N.
Boone, NC 28607

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF HAYWOOD

IN THE MATTER OF:)

O-P'S TRADING POST)

1880 DELLWOOD RD.)

WAYNESVILLE, NC 28786)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Waynesville Gas Service.

- A. On 7/16/2014, the Standards Division conducted inspection #48908 of the propane facility at O-P's Trading Post. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 9/11/2014, the Standards Division conducted inspection #49125 of the propane facility at O-P's Trading Post. This inspection revealed the item found to be in violation on 7/16/2014 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Waynesville Gas Service, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.13 & 6.25.3.6) Hydrostatic Relief Valves

- D. On or about 9/17/2014, the Standards Division assessed Waynesville Gas Service a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Waynesville Gas Service agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 11/12/2014.
- F. Breach of any conditions in paragraph (a) above by Waynesville Gas Service may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Waynesville Gas Service for such payment. Failure by Waynesville Gas Service to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Waynesville Gas Service acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 13th day of October 2014.

BY CONSENT:

Waynesville Gas Service
Linda B. Justice

Waynesville Gas Service
Ms. Linda B. Justice
72 Depot St.
Waynesville, NC 28786

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF ASHE

IN THE MATTER OF:)
WEST JEFFERSON HARDWARE)
4 W. MAIN STREET)
WEST JEFFERSON, NC 28694)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and West Jefferson Hardware.

- A. On 9/26/2013, the Standards Division conducted inspection #47728 of the propane facility at West Jefferson Hardware. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 2/20/2014, the Standards Division conducted inspection #48253 of the propane facility at West Jefferson Hardware. This inspection revealed the item found to be in violation on 9/26/2013 is still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that West Jefferson Hardware, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(6.25.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating

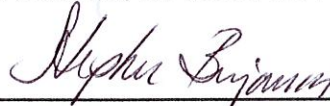
- D. On or about 2/26/2014, the Standards Division assessed West Jefferson Hardware a civil penalty of \$300.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. West Jefferson Hardware agrees to pay the sum of \$150.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/17/2014.
- F. Breach of any conditions in paragraph (a) above by West Jefferson Hardware may render due and payable the entire amount of the \$300.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to West Jefferson Hardware for such payment. Failure by West Jefferson Hardware to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. West Jefferson Hardware acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of March 2014.

BY CONSENT:



West Jefferson Hardware
Derek Green
PO Box 270
West Jefferson, NC 28694-0270



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF CARTERET

IN THE MATTER OF:)
WHITE OAK SHORES CAMPING AND RV)
400 WETHERINGTON LANDING RD)
STELLA, NC 28582)

SETTLEMENT AGREEMENT

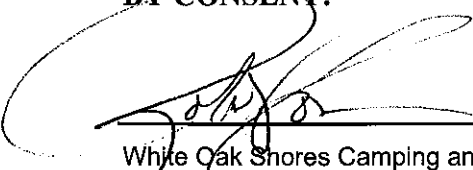
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and White Oak Shores Camping and RV Resort.


- A. On 9/11/2013, the Standards Division conducted inspection #47661 of the propane facility at White Oak Shores Camping and RV Resort. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that White Oak Shores Camping and RV Resort, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (G.S. 119) Registered - license displayed
 - (6.22.3, 7.2.3.2.B) No Smoking Sign - no open flame, no ignition source within 25 feet
- C. On or about 9/18/2013, the Standards Division assessed White Oak Shores Camping and RV Resort a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. White Oak Shores Camping and RV Resort agrees to pay the sum of \$122.51 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 4/3/2014.
- E. Breach of any conditions in paragraph (a) above by White Oak Shores Camping and RV Resort may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to White Oak Shores Camping and RV Resort for such payment. Failure by White Oak Shores Camping and RV Resort to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. White Oak Shores Camping and RV Resort acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

his is the 4th day of March 2014.

BY CONSENT:



White Oak Shores Camping and RV Resort
Mr. Robin Comer
400 Wetherington Landing Rd
Stella, NC 28582



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF RANDOLPH

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
WILDKAT ATTACHMENTS)
9854 HWY 49 SOUTH)
DENTON, NC 27239)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Wildkat Attachments.

- A. On 2/17/2014, the Standards Division conducted inspection #48224 of the propane facility at Wildkat Attachments. This inspection revealed violations of eleven items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/14/2014, the Standards Division conducted inspection #48514 of the propane facility at Wildkat Attachments. This inspection revealed all of the items found to be in violation on 2/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Wildkat Attachments, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.2.8.3) name plate
 - (6.19.4.2, 6.25.3.7) Security - dispensing point protected by 6' industrial fence or cabinet locked when unattended
 - (6.27.4.2) Fire Extinguisher - 18 lbs dry chemical with B:C Rating
 - (6.22.3 & 7.2.3.2.B) No Smoking Sign - no open flame, no ignition source within 25 feet
 - (6.4.4.13) 6 feet horizontally from overhead power lines of 600 volts or more
 - (6.5.2.1 & 6.25.3.2) 25 feet from buildings, openings, pits, property lines, railroad tracks
 - (5.9.3.1) proper materials
 - (6.13 & 6.25.3.6) Hydrostatic Relief Valves
 - (7.2.2.1 & 4.4) Personnel trained - for safe fueling
 - (G.S. 119) Markings - identified as to gas supplier
 - (6.6.1.4) paint
 - (5.7.4(5)) Actuated liquid withdrawal excess-flow valve shall not be connected for continuous service unless recommended by manufacturer. Upon correcting, must meet current installation requirements.
- D. On or about 4/17/2014, the Standards Division assessed Wildkat Attachments a civil penalty of \$3,200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E.

18th day of July 2014.

BY CONSENT:

Cliff Loflin Wildkat Attachments

Wildkat Attachments
Mr. Cliff Loflin
9854 Hwy 49 South
Denton, NC 27239

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF RANDOLPH

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
WILDKAT ATTACHMENTS)
9854 HWY 49 SOUTH)
DENTON, NC 27239)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Wildkat Attachments.

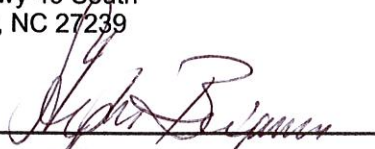
- A. On 2/17/2014, the Standards Division conducted inspection #204318 of the propane facility at Wildkat Attachments. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/14/2014, the Standards Division conducted inspection #204528 of the propane facility at Wildkat Attachments. This inspection revealed both of the items found to be in violation on 2/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Wildkat Attachments, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NFPA 58 6.3) Separation from building/property lines
 - (N.C.G.S. § 119.58) Supplier/owner identified
- D. On or about 4/17/2014, the Standards Division assessed Wildkat Attachments a civil penalty of \$500.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Wildkat Attachments agrees to pay the sum of \$250.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/17/2014.
- F. Breach of any conditions in paragraph (a) above by Wildkat Attachments may render due and payable the entire amount of the \$500.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Wildkat Attachments for such payment. Failure by Wildkat Attachments to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Wildkat Attachments acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

18th day of July 2014.

BY CONSENT:

A handwritten signature in blue ink, reading "Cliff Loflin Wildkat Attachments", written over a horizontal line.

Wildkat Attachments
Mr. Cliff Loflin
9854 Hwy 49 South
Denton, NC 27239

A handwritten signature in brown ink, reading "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF RANDOLPH

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:

WILDKAT ATTACHMENTS

9854 HWY 49 SOUTH

DENTON, NC 27239

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:

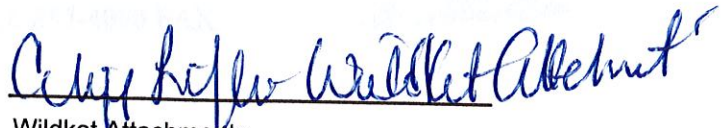
G.S. §119-58(a)

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Wildkat Attachments.

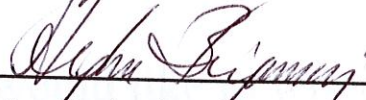
- A. On 2/17/2014, the Standards Division conducted inspection #204319 of the propane facility at Wildkat Attachments. This inspection revealed violations of four items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/14/2014, the Standards Division conducted inspection #204530 of the propane facility at Wildkat Attachments. This inspection revealed all of the items found to be in violation on 2/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Wildkat Attachments, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (NFPA 58 6.14.1) No leaks
 - (NFPA 58 6.6.2.1 & 6.6.3.1) Firm foundation/contact with soil
 - (N.C.G.S. § 119.58) Supplier/owner identified
 - (NFPA 58 6.7.2.4) Relief valve cover
- D. On or about 4/17/2014, the Standards Division assessed Wildkat Attachments a civil penalty of \$1,000.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Wildkat Attachments agrees to pay the sum of \$500.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/17/2014.
- F. Breach of any conditions in paragraph (a) above by Wildkat Attachments may render due and payable the entire amount of the \$1,000.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Wildkat Attachments for such payment. Failure by Wildkat Attachments to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Wildkat Attachments acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

18th day of July 2014.

BY CONSENT:



Wildkat Attachments
Mr. Cliff Loflin
9854 Hwy 49, South
Denton, NC 27239



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

NORTH CAROLINA

COUNTY OF RANDOLPH

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

IN THE MATTER OF:)
WILDKAT ATTACHMENTS)
9854 HWY 49 SOUTH)
DENTON, NC 27239)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Wildkat Attachments.

- A. On 2/17/2014, the Standards Division conducted inspection #204317 of the propane facility at Wildkat Attachments. This inspection revealed violations of three items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection was provided previously.
- B. On 4/14/2014, the Standards Division conducted inspection #204531 of the propane facility at Wildkat Attachments. This inspection revealed all of the items found to be in violation on 2/17/2014 are still in violation of the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- C. As a result of its inspection, the Standards Division alleges that Wildkat Attachments, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(NFPA 58 6.3) Separation from building/property lines

(N.C.G.S. § 119.58) Supplier/owner identified

(NFPA 58 6.7.2.4) Relief valve cover

(6.4.4.13) Tank must have 6 feet horizontal separation from power lines of over 600 volts.

- D. On or about 4/17/2014, the Standards Division assessed Wildkat Attachments a civil penalty of \$1,000.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- E. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Wildkat Attachments agrees to pay the sum of \$500.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 8/17/2014.
- F. Breach of any conditions in paragraph (a) above by Wildkat Attachments may render due and payable the entire amount of the \$1,000.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Wildkat Attachments for such payment. Failure by Wildkat Attachments to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- G. Wildkat Attachments acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- H. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

18th day of July 2014.

BY CONSENT:

Cliff Loflin Wildkat Attachments

Wildkat Attachments
Mr. Cliff Loflin
9854 Hwy 49 South
Denton, NC 27239

Stephen Benjamin

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF EDGECOMBE

IN THE MATTER OF:)

WILLIAMS FUEL)

1406 WEST ST JAMES STREET EXT)

TARBORO, NC 27886)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)

G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Williams Fuel.

- A. On 3/13/2018, the Standards Division conducted inspection #47429 of the propane facility at Williams Fuel. This inspection revealed violations of five items specified by the LP-Gas Law or the *LP-Gas Code*.
- B. As a result of its inspection, the Standards Division alleges that Williams Fuel, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
 - (5.14.2.3, 6.14.10) ESV has remote actuations & is operational
 - (6.13.3, 6.13.4) Internal valves thermal and remote closure
 - (6.27.3.5) Excess-flow device - pipe at hose
 - (6.25.3) NO SMOKING sign on fence around plant
 - (6.11.3.11, 6.18.1, 6.19.1) Painted/protected if above ground
- C. On or about 3/14/2018, the Standards Division assessed Williams Fuel a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Williams Fuel agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/18/2018.
- E. Breach of any conditions in paragraph (a) above by Williams Fuel may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Williams Fuel for such payment. Failure by Williams Fuel to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Williams Fuel acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

This is the 18th day of April 2018.

BY CONSENT:

Williams Fuel
Mr. Donnie Bullock
1406 West St James Street Ext
Tarboro, NC 27886

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

Mr. Donnie Bullock
Williams Fuel
1406 West St James Street Ext
Tarboro, NC 27886

STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
STANDARDS DIVISION

COUNTY OF DURHAM

IN THE MATTER OF:)
WILSON PROPERTY)
5015 WAKE FOREST HWY)
DURHAM, NC 27703)

SETTLEMENT AGREEMENT

FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Wilson Property.

- A. On 12/3/2014, the Standards Division conducted inspection #49442 of the propane facility at Wilson Property. This inspection revealed a violation of one item specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Wilson Property, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:

(G.S. 119) Registered - license current
- C. On or about 12/9/2014, the Standards Division assessed Wilson Property a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Wilson Property agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 1/21/2015.
- E. Breach of any conditions in paragraph (a) above by Wilson Property may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Wilson Property for such payment. Failure by Wilson Property to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Wilson Property acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 22nd day of December 2014.

BY CONSENT:

A handwritten signature in cursive script, appearing to read "Mike Wilson", written over a horizontal line.

Wilson Property
Mike Wilson
5015 Wake Forest Hwy
Durham, NC 27703

A handwritten signature in cursive script, appearing to read "Stephen Benjamin", written over a horizontal line.

Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050

COUNTY OF CHATHAM

IN THE MATTER OF:)
WILSONVILLE GENERAL STORE)
10580 US HWY 64 E.)
APEX, NC 27523)

SETTLEMENT AGREEMENT

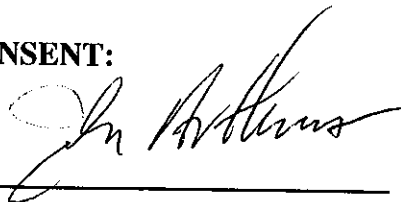
FOR VIOLATIONS OF:)
G.S. §119-58(a))

Acting pursuant to the provisions of N.C.G.S. § 150B-22 and 150B-31(b), which declare the State's policy that parties shall attempt to mediate and resolve contested matters by settlement or stipulation, this Settlement Agreement is made between the Standards Division of the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) and Wilsonville General Store.

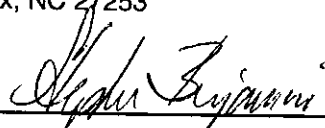
- A. On 3/19/2014, the Standards Division conducted inspection #48391 of the propane facility at Wilsonville General Store. This inspection revealed violations of two items specified by the LP-Gas Law or the *LP-Gas Code*. A copy of the inspection is attached.
- B. As a result of its inspection, the Standards Division alleges that Wilsonville General Store, either by act or omission, violated the following provisions of the LP-Gas Law and the *LP-Gas Code*:
(G.S. 119) Registered - license current
- C. On or about 3/25/2014, the Standards Division assessed Wilsonville General Store a civil penalty of \$200.00 for these violations of the LP-Gas Law or the *LP-Gas Code*.
- D. The parties are willing to accept a compromise and settlement of the dispute between them and this Agreement is made in order to completely and finally resolve their claims and differences as stated herein upon the following conditions:
 - a. Wilsonville General Store agrees to pay the sum of \$100.00 to the North Carolina Department of Agriculture and Consumer Services. Said payment is due by 5/24/2014.
- E. Breach of any conditions in paragraph (a) above by Wilsonville General Store may render due and payable the entire amount of the \$200.00 civil penalty assessment, plus late fee and interest, which become due and payable within thirty (30) days of the Standards Division's or Attorney General's Office written demand to Wilsonville General Store for such payment. Failure by Wilsonville General Store to thereafter pay the entire civil penalty assessment shall be immediate grounds for a collection action.
- F. Wilsonville General Store acknowledges its right to a formal hearing to resolve this matter and waives said right by consenting to the terms of this Agreement; and
- G. This Settlement Agreement shall be binding upon the parties and is entered into knowingly, intelligently and voluntarily.

is the 24th day of April 2014.

BY CONSENT:



Wilsonville General Store
Mr John Arthurs
193 John Horton Rd
Apex, NC 27253



Stephen Benjamin, Director
Standards Division
N.C. Department of Agriculture and
Consumer Services
1050 Mail Service Center
Raleigh, NC 27699-1050